

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**ANNUAL REQUIREMENTS  
FOR  
City of Lincoln Beverage and  
Snack Vending Services  
RFP Bid Number 12-183**

**Pepsi-Cola of Lincoln  
1901 Windhoek Dr.  
Lincoln, NE 68512  
402-423-7330**

**CITY OF LINCOLN  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between **Pepsi-Cola of Lincoln, 1901 Windhoek Dr., Lincoln, NE 68512**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **City of Lincoln Beverage and Snack Vending Services,**  
**RFP Bid Number 12-183** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

**Agreement to full proposal.**

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

**City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response and according to the negotiated terms as listed in Attachment I, a copy thereof being attached to and made a part of this Contract. The City shall order on an as-needed basis for the duration of the contract.**

**The Contractor will pay the City a commission based on the sale of beverage and snack sales at City of Lincoln facilities at the rates listed in the Proposal/Supplier Response and negotiated terms as listed in Attachment I throughout the duration of the contract.**

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
  - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
  - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
    - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
    - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Fit Pick Items. The City and Pepsi-Cola of Lincoln will meet (1) one year from date of contract execution to evaluate the sales of Fit Pick items using a minimum of 25% of Fit Pick items in each vending machine, with the exception of the City Rec Centers, which will remain at a higher rate. The annual sales from the previous year when no Fit Pick items were promoted will be compared to the annual usage for the first contract year. Upon review of the sales for this period, both parties will agree to a minimum percentage in the upcoming year. The following year, and each subsequent contract year, another meeting will be conducted to review sales using the same process as year one. Fit Pick vending items will be sold at a price of \$.75 each in order for these products to be tracked. The City agrees to the revised pricing and size of water bottles with the use of 16.9 oz. Aquafina versus 20 oz. Bottles at a price of \$12.00 per case.

8. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a five (5) year term with the option of one (1) additional five (5) year terms upon mutual agreement of both parties..
9. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Agreement
  2. Accepted Proposal/Response
  3. Addendums No. 1 and 2
  4. Specifications
  5. Pricing Sheet
  6. Attachments A, B, C, D, F, G, H and I
  6. Instructions to Bidders
  7. Insurance Requirements
  8. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approved by Resolution Order \_\_\_\_\_

dated \_\_\_\_\_

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Secretary (SEAL)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Duly Authorized Official

\_\_\_\_\_  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Pepsi-Cola of Lincoln  
Name of Organization

Partnership  
Type of Organization

1901 Winchell Drive, Lincoln, NE  
(Address)

By: Steve Felt  
Member CEO

By: \_\_\_\_\_  
Member

IF AN INDIVIDUAL:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

# City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

## Bid Information

Bid Creator Robert Walla Asst.  
Purchasing Agent  
Email rwalla@lincoln.ne.gov  
Phone 1 (402) 441-8309  
Fax 1 (402) 441-6513  
  
Bid Number 12-183 Addendum 2  
Title City of Lincoln Beverage and  
Snack Vending Services  
Bid Type RFP  
Issue Date 06/27/2012  
Close Date 8/22/2012 12:00:00 PM CST  
Need by Date

## Contact Information

Address Purchasing  
440 S. 8th St.  
Lincoln, NE 68508  
Contact Robert Walla Asst.  
Purchasing Agent  
Purchasing  
Department  
Building Suite 200  
Floor/Room  
Telephone 1 (402) 441-8309  
Fax 1 (402) 441-6513  
Email rwalla@lincoln.ne.gov

## Ship to Information

Address  
  
Contact  
  
Department  
Building  
Floor/Room  
Telephone  
Fax  
Email

## Supplier Information

Company Pepsi-Cola of Lincoln  
Address 1901 Windhoek Dr  
  
Lincoln, NE 68512  
Contact Chuck Parker  
Department Fountain/Cold Drink  
Building  
Floor/Room  
Telephone 1 (402) 4237330 144  
Fax 1 (402) 4230852  
Email chuck@linpepco.com  
Submitted 8/21/2012 11:21:04 AM CST  
Total \$0.00

Signature \_\_\_\_\_

Supplier Notes \_\_\_\_\_

Bid Notes \_\_\_\_\_

Bid Activities \_\_\_\_\_

Bid Messages \_\_\_\_\_

Please review the following and respond where necessary

#	Name	Note	Response
1	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
2	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Electronic Signature	Please check here for your electronic signature.	Yes
5	Instructions to Proposers	I acknowledge reading and understanding the Instructions to Proposers.	Yes
6	Renewal is an Option	Contract Extension Renewal is an option.	Yes
7	Contact	Name of person submitting this bid:	Chuck Parker
8	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
9	Proposal Submission	I have prepared and delivered/mailed to the City Assistant Purchasing Agent seven (7) copies of my proposal as requested in the Specifications.	Yes
10	Contract Term	I have included my proposed contract term (number of years) as part of my written response as requested in section 1.6 of the Specifications.	Yes
11	Reference Information	I have included references as requested in section 2.4 of the Specifications in my written response.	Yes
12	Additional Machines	I have read and understand that the addition of new machines or relocation of current machines is encouraged by the City to increase sales and revenue and I shall include any ideas for these additions in my written response.	Yes
13	Service Requirements	My company is able to meet the service requirements as listed in the Specifications? YES or NO. If NO, what are your proposed service guidelines for this contract? If NO, INCLUDE YOUR PROPOSED SERVICE GUIDELINES IN YOUR WRITTEN RESPONSE.	YES
14	Revenue Submittals	I am aware that several options will be considered regarding revenue streams for the City under the terms of a contract and have provided those options as part of my written response.	Yes
15	Signing Bonus	Are you offering a Signing Bonus as part of your proposal to the City? YES or NO If YES, please include details of the Signing Bonus in your written response.	NO
16	Promotions and Sponsorship	I have read and understand the request for Promotional and Sponsorship opportunities including the Uncle Sam Jam fireworks event, and have included all of the details in my written response.	Yes

- |    |                                 |  |                        |
|----|---------------------------------|--|------------------------|
| 17 | Exclusive Brand                 | <p>Are you proposing an option for the use of an exclusive brand in the soft drink dispensers, beverage vending or snack vending? YES or NO&lt;br&gt;</p> <p>Please include all details in the written response regarding the products that will be offered.</p> | WE REQUIRE EXCLUSIVITY |
| 18 | Agreement to Addendum No. 1     | <p>Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. &lt;br&gt;Reason: See Bid Attachments section for Addendum information.</p>  | Yes                    |
| 19 | Agreement to Addendum No. 2     | <p>Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. &lt;br&gt;Reason: See Bid Attachments section for Addendum information.</p>  | Yes                    |
| 20 | Pricing and Product Information | <p>I have attached a complete pricing and product list for 20oz soft drink bottles and 6-8oz. juice packs as requested in Addendum 2 as part of my written response.</p>   | Yes                    |



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## Line Items

#	Qty	UOM	Description	Response
1	1	EA	This is to notify you that RFP 12-183 for City of Lincoln Beverage and Snack Vending Services is available. Please prepare your written response and return your proposals as instructed in the RFP according to the specifications. Respond to the Attribute section (above) of this electronic bid and submit before the closing date and time. Also, you are required to enter a 0 for your response in this line item. If you have any questions, call 402-441-7417.	\$0.00

Item Notes:

Supplier Notes:

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Response Total:	\$0.00
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## PEPSI-COLA of LINCOLN

August 21, 2012

On behalf of the employees of LinPepCo and particularly Pepsi-Cola of Lincoln (Pepsi-Cola), thank you for the opportunity to submit a proposal to continue to be the beverage and snack supplier for the City of Lincoln (City).

Pepsi-Cola has made a commitment to be the best possible beverage and snack partner with both public and private organizations. It started with a conscious effort of securing the University of Nebraska and other major venues in the Lincoln market. Securing the business, while important, is only the start of the process. We believe a strong partnership develops when we have the best interest of our partners in mind. That feeling guides all of our actions, from our management team to our route drivers.

As you can imagine, planning is critical with a partnership of this magnitude. We will dedicate a staff of employees which will be focused on the goals and best interests of the City.

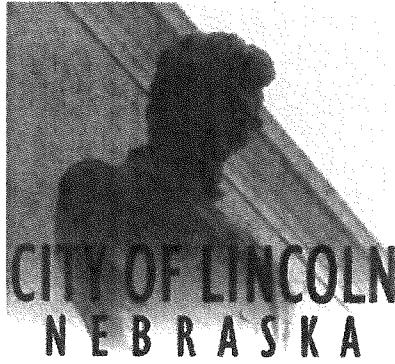
The bottom line is we are a local company. Our employees work hard and take pride in their accomplishments. We are driven by the success of those we serve, not by a corporate return on investment. We don't make promises we can't keep. We always try to choose the right path, not the convenient path. We believe you need to prove your value, your worth before you are rewarded.

We know that moving forward – should we be fortunate enough to continue to be your beverage and snack partner – we must continue to bring innovative ideas and continuous improvement to our partnership. I urge you in this process to differentiate between our proven accomplishments and speculation as to what another partner may be able to provide. I believe this will be an important distinction. The City must have a partner that will stand by them. One that knows the Lincoln community, its value system, and will keep its best interests at heart. Only one beverage and snack company has proven they understand the community and the City.

Thank you for the opportunity to continue our partnership.

Sincerely,

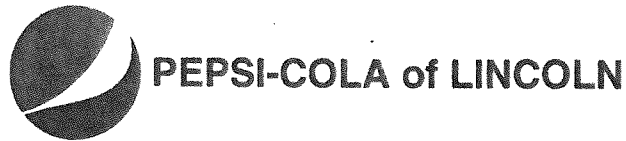
Steve Ford  
CEO



**Responses to  
Request for Proposal  
#12-183**



**PEPSI-COLA of LINCOLN**



We have read and understand the provisions of this Request for Proposal (RFP) #12-183. Pepsi-Cola of Lincoln and First Choice Vending are wholly owned subsidiaries of LinPepCo. The ownership and management are controlled by the same individuals. For purposes of addressing the specifications of RFP #12-183, we use the entity name Pepsi-Cola. If the City should have any questions as to this structure, we will address these issues when raised.

All insurance requirements will be completed and adhered to by all LinPepCo entities.

Please see below specific responses to individual inquiries or questions, where required.

### 1. Project Scope

- 1.2 The City must specifically define the protocol for placing equipment at new locations. This protocol should include but is not limited to:
- (1) Contact person for City to authorize placements.
  - (2) Specific instructions as to payments of commission.
  - (3) Detailed list of venues entitled to receive benefits under this program.
  - (4) Process used to communicate with contractor relative to changes made within City venues or City policies.
- 1.6 We agree to the term of the contract with option to renew for one additional five year term.

### 2. General Information

- 2.4 (References) Kim Phelps, Associate Chancellor for Business and Finance, UNL, (402) 472-3322  
Tom Lorenz, General Manager, Pershing, (402) 416-5227  
Holly Lewis, Assistant Recreation Manager, Lincoln Parks & Recreation, (402) 441-4902
- 2.5 Single Point of Contact for Pepsi-Cola  
Chuck Parker, Cold Drink Manager, Office (402) 423-7330 ext. 144, Cell (402) 420-8115

### 3. Vending Machine Information

- 3.7 Pepsi-Cola recommends maintaining the current placement of beverage and snack vending machines and additional placement of machines can be placed as mutually agreed. The following page is a list of beverage and snack items, including package size and suggested vend price. A standard merchandising schematic can be followed or we can provide detailed recommendations for each vendor based on locations.
- 3.7.3 Pepsi-Cola agrees to consistent vending pricing for all locations. In order to abide by this policy, the City must have a uniform policy in place assuring compliance with this provision.



# PEPSI-COLA of LINCOLN

3.7

## Beverage Items

Brand	Ounces	Suggested Vend Price	Brand	Ounces	Suggested Vend Price
Diet Pepsi Lime	12 ounce Can	\$0.60	Lipton Brisk Lemonade	20 ounce Bottle	\$1.25
Diet Pepsi Vanilla	12 ounce Can	\$0.60	Lipton Brisk Strawberry Melon	20 ounce Bottle	\$1.25
Pepsi ONE	12 ounce Can	\$0.60	Lipton Brisk Pink Lemonade	20 ounce Bottle	\$1.25
Pepsi	12 ounce Can	\$0.60	Diet Mountain Dew Supemav a Strawberry Melon	20 ounce Bottle	\$1.25
Diet Pepsi	12 ounce Can	\$0.60	Mountain Dew Voltage Raspberry Citrus	20 ounce Bottle	\$1.25
Caffeine Free Pepsi	12 ounce Can	\$0.60	Lipton Brisk Lemon Sweet Tea	20 ounce Bottle	\$1.25
Caffeine Free Diet Pepsi	12 ounce Can	\$0.60	Crush Orange	20 ounce Bottle	\$1.25
Mountain Dew	12 ounce Can	\$0.60	Crush Grape	20 ounce Bottle	\$1.25
Diet Mountain Dew	12 ounce Can	\$0.60	Crush Strawberry	20 ounce Bottle	\$1.25
Mountain Dew Live Wire	12 ounce Can	\$0.60	Aquafina	20 ounce Bottle	\$1.25
Schweppes Ginger Ale	12 ounce Can	\$0.60	Aquafina Splash Grape	20 ounce Bottle	\$1.25
Pepsi Throwback	12 ounce Can	\$0.60	Aquafina Splash Wild Berry	20 ounce Bottle	\$1.25
Mountain Dew Throwback	12 ounce Can	\$0.60	Aquafina Splash Raspberry	20 ounce Bottle	\$1.25
Caffeine Free Diet Mountain Dew	12 ounce Can	\$0.60	Aquafina Splash Strawberry Kiwi	20 ounce Bottle	\$1.25
Wild Cherry Pepsi	12 ounce Can	\$0.60	Lipton Iced Diet Green Tea Citrus	20 ounce Bottle	\$1.25
Diet Wild Cherry Pepsi	12 ounce Can	\$0.60	Lipton Natural Green Tea Citrus	20 ounce Bottle	\$1.25
Pepsi NEXT	12 ounce Can	\$0.60	Lipton Natural Iced Tea Lemon	20 ounce Bottle	\$1.25
DOC 360	12 ounce Can	\$0.60	Lipton Natural Green Tea Passionfruit Mango	20 ounce Bottle	\$1.25
Diet DOC 360	12 ounce Can	\$0.60	Lipton Natural Diet Green Tea Citrus	20 ounce Bottle	\$1.25
Mountain Dew Code Red	12 ounce Can	\$0.60	Lipton Natural Diet Green Tea Watermelon	20 ounce Bottle	\$1.25
Diet Mountain Dew Code Red	12 ounce Can	\$0.60	Lipton Natural Green Tea Pomegranate Blueberry	20 ounce Bottle	\$1.25
Mug Rootbeer	12 ounce Can	\$0.60	SoBe Life Water Pomegranate Nectarine with Coconut Water	20 ounce Bottle	\$1.50
Mug Diet Rootbeer	12 ounce Can	\$0.60	SoBe Life Water Mango Mandarin with Coconut Water	20 ounce Bottle	\$1.50
Hawaiian Punch	12 ounce Can	\$0.60	SoBe Life Water Pacific Coconut with Coconut Water	20 ounce Bottle	\$1.50
Diet Sierra Mist	12 ounce Can	\$0.60	SoBe Life Water Strawberry Kiwi Lemonade	20 ounce Bottle	\$1.50
Mountain Dew White Out Citrus	12 ounce Can	\$0.60	SoBe Life Water Strawberry Kiwi	20 ounce Bottle	\$1.50
Sierra Mist Natural	12 ounce Can	\$0.60	SoBe Life Water Pomegranate Cherry	20 ounce Bottle	\$1.50
Pepsi MAX	12 ounce Can	\$0.60	SoBe Life Water Blackberry Grape	20 ounce Bottle	\$1.50
Brisk Lemonade	12 ounce Can	\$0.60	SoBe Life Water Black Cherry Dragonfruit	20 ounce Bottle	\$1.50
Brisk Pink Lemonade	12 ounce Can	\$0.60	SoBe Life Water Strawberry Apricot	20 ounce Bottle	\$1.50
Diet Mountain Dew Supemav a Strawberry Melon	12 ounce Can	\$0.60	SoBe Life Water Lemonade	20 ounce Bottle	\$1.50
Mountain Dew Voltage Raspberry Citrus	12 ounce Can	\$0.60	SoBe Life Water Yum Berry Pomegranate Zero Calorie	20 ounce Bottle	\$1.50
Lipton Brisk Sweet Tea	12 ounce Can	\$0.60	SoBe Life Water Fuji Apple Pear Zero Calorie	20 ounce Bottle	\$1.50
Lipton Brisk Lemon Sweet Tea	12 ounce Can	\$0.60	SoBe Life Water Black & Blue Berry Zero Calorie	20 ounce Bottle	\$1.50
Crush Orange	12 ounce Can	\$0.60	SoBe Life Water Acai Fruit Punch	20 ounce Bottle	\$1.50
Crush Diet Orange	12 ounce Can	\$0.60	SoBe Life Water Mango Melon	20 ounce Bottle	\$1.50
Crush Grape	12 ounce Can	\$0.60	SoBe Life Water Strawberry Dragonfruit Zero Calorie	20 ounce Bottle	\$1.50
Crush Strawberry	12 ounce Can	\$0.60	SoBe Life Water Chermoya Punch	20 ounce Bottle	\$1.50
Crush Cherry	12 ounce Can	\$0.60	G2 Glacier Freeze	20 ounce Bottle	\$1.50
Crush Orange	20 ounce Bottle	\$1.25	G2 Blueberry Pomegranate	20 ounce Bottle	\$1.50
Pepsi	20 ounce Bottle	\$1.25	G2 Fruit Punch	20 ounce Bottle	\$1.50
Diet Pepsi	20 ounce Bottle	\$1.25	G2 Grape	20 ounce Bottle	\$1.50
Caffeine Free Diet Pepsi	20 ounce Bottle	\$1.25	Gatorade Fruit Punch	20 ounce Bottle	\$1.50
Mountain Dew	20 ounce Bottle	\$1.25	Gatorade Grape	20 ounce Bottle	\$1.50
Diet Mountain Dew	20 ounce Bottle	\$1.25	Gatorade Orange	20 ounce Bottle	\$1.50
Mountain Dew Live Wire	20 ounce Bottle	\$1.25	Gatorade Lemon Lime	20 ounce Bottle	\$1.50
Pepsi Throwback	20 ounce Bottle	\$1.25	Gatorade Glacier Freeze	20 ounce Bottle	\$1.50
Mountain Dew Throwback	20 ounce Bottle	\$1.25	Gatorade Cool Blue	20 ounce Bottle	\$1.50
Caffeine Free Diet Mountain Dew	20 ounce Bottle	\$1.25	Gatorade Riptide Rush	20 ounce Bottle	\$1.50
Wild Cherry Pepsi	20 ounce Bottle	\$1.25	Propel Kiwi Strawberry	20 ounce Bottle	\$1.50
Diet Wild Cherry Pepsi	20 ounce Bottle	\$1.25	Propel Berry	20 ounce Bottle	\$1.50
Pepsi NEXT	20 ounce Bottle	\$1.25	Propel Grape	20 ounce Bottle	\$1.50
DOC 360	20 ounce Bottle	\$1.25	Ocean Spray Cranberry Cocktail	15.2 ounce Bottle	\$1.50
Diet DOC 360	20 ounce Bottle	\$1.25	Ocean Spray Cranberry Grape	15.2 ounce Bottle	\$1.50
Mountain Dew Code Red	20 ounce Bottle	\$1.25	Ocean Spray Orange Juice 100%	15.2 ounce Bottle	\$1.50
Mug Rootbeer	20 ounce Bottle	\$1.25	Ocean Spray Apple Juice 100%	15.2 ounce Bottle	\$1.50
Hawaiian Punch	20 ounce Bottle	\$1.25	Ocean Spray Strawberry Kiwi	15.2 ounce Bottle	\$1.50
Diet Sierra Mist	20 ounce Bottle	\$1.25	Ocean Spray Pineapple Peach Mango	15.2 ounce Bottle	\$1.50
Mountain Dew White Out Citrus	20 ounce Bottle	\$1.25	Ocean Spray Ruby Red Grapefruit	15.2 ounce Bottle	\$1.50
Sierra Mist Natural	20 ounce Bottle	\$1.25			
Pepsi MAX	20 ounce Bottle	\$1.25			



PEPSI-COLA of LINCOLN

3.7

### Snack Items

Gum and Mints	Ounces	Suggested Vend Price
Big Red (5 Stick)		\$0.60
Extra (5 Stick)		\$0.60
Peppermint (5 Stick)		\$0.60
Wintergreen (5 Stick)		\$0.60
Trident Tropical (18 Stick)		\$1.25
Trident Watermelon (18 Stick)		\$1.25
Trident Original (18 Stick)		\$1.25
Extra Peppermint (15 Stick)		\$1.25
Extra Polar Ice (15 Stick)		\$1.25
Extra Spearmint (15 Stick)		\$1.25
Candy	Ounces	Suggested Vend Price
Peanuts	1.50	\$0.50
Crackers -- Cheese/ PB	1.38	\$0.50
Crackers -- Cheese/Cheese	1.38	\$0.50
3 Musketeer	2.13	\$0.85
Butterfinger	2.10	\$0.85
Gobstopper	1.77	\$0.85
Nature Valley Granola Bars	1.20	\$0.85
Kellogg's Special K Bar Blueberry	0.88	\$0.85
Kellogg's Special K Bar Strawberry	0.88	\$0.85
Kellogg's Special K Bar Choc Pretzel	0.77	\$0.85
M&M Peanuts	1.74	\$0.85
M&M Plain	1.69	\$0.85
Mike and Ike	1.80	\$0.85
Nut Roll	1.80	\$0.85
Skittles Orig.	2.17	\$0.85
Skittles Wildberry	2.17	\$0.85
Snickers	2.07	\$0.85
Starburst	2.07	\$0.85
Sweet Tarts	1.80	\$0.85
Twix	1.79	\$0.85
Twizzlers, Nibs	2.25	\$0.85
Baby Ruth	2.10	\$0.85
Nestle Crunch	1.55	\$0.85
PB M&M's	1.63	\$0.85
Pretzel M&M's	1.14	\$0.85
Skinny Cow Dreamy Clusters	1.00	\$0.85
Skinny Cow Milk Chocolate Crisp	0.77	\$0.85
Triple Salami	1.50	\$1.00
Sweet 'n' Salty	2.00	\$1.00
Beef Jerky	0.80	\$1.00
Reese's Cups	2.10	\$1.25
General Mills Cocoa Puff Bar	1.73	\$1.25
General Mills Golden Graham Bar	2.10	\$1.25
General Mills Lucky Chams Bar	1.70	\$1.25

Bagged Candy	Ounces	Suggested Vend Price
Sour Patch	3.50	\$1.50
Reese's Pieces	3.50	\$1.50
Mike and Ike	5.00	\$1.50
Hot Tamales	5.00	\$1.50
Gummy Bears	4.50	\$1.50
Sour Worms	4.50	\$1.50
Wonka Laffy Taffy	6.00	\$2.00
Wonka Gummy Sweet Tarts	5.25	\$2.00
Chips	Ounces	Suggested Vend Price
SCO Lays	1.50	\$0.80
Cheetos	2.00	\$0.80
Cool Ranch Doritos	1.75	\$0.80
CSC	1.50	\$0.80
Dorito Nacho	1.75	\$0.80
Fritos	2.00	\$0.80
Funyuns	1.25	\$0.80
Jalapeno Cheetos	2.00	\$0.80
Lays Regular	1.50	\$0.80
Quaker Munchies	1.75	\$0.80
Salsa Con Queso Cheetos	2.00	\$0.80
Skins	1.75	\$0.80
Baked Ruffles	1.13	\$0.80
Baked SCO	1.13	\$0.80
Baked BBQ	1.13	\$0.80
Pretzels	2.00	\$0.80
Sunchips Harvest Cheddar	1.50	\$0.80
Hippie Chips	1.00	\$0.80
Veggie Wheat Thins	1.75	\$1.00
Special K Crker Chips/Sea Salt	1.06	\$1.00
Special K Crker Chips/Cheddar	1.06	\$1.00
POP Chips/ SCO	0.80	\$1.00
POP Chips/ BBQ	0.80	\$1.00
Boulder Chip. Rice & Bean	1.50	\$1.00
Boulder Salt Rice & Bean	1.50	\$1.00
Boulder Hummus	1.50	\$1.00
Cookie and Snack Items	Ounces	Suggested Vend Price
Grandma's Fudge C. Chip	2.50	\$0.85
Cheddar Chex Mix	1.75	\$0.85
Famous Amos	3.00	\$1.00
Cheezit	3.00	\$1.00
Gardettos	2.50	\$1.00
Grandma Mini	3.71	\$1.00
Rice Krispie Bars	2.13	\$1.00
Act II	2.75	\$1.00
Fruit Snacks	2.50	\$1.00



## PEPSI-COLA of LINCOLN

3.7

### Snack Items, Con't.

<b>Pastry</b>	<b>Ounces</b>	<b>Suggested Vend Price</b>
Poptart Strawberry	3.60	\$1.00
Crumb Cake	3.25	\$1.00
Cupcakes	4.00	\$1.00
Donuts	4.00	\$1.00
Dunkin Stix	4.00	\$1.00
Pies	4.50	\$1.00
Zingers	4.25	\$1.00
Apple Danish	4.00	\$1.00
Big Texas	4.00	\$1.00
Butterhorn	4.00	\$1.00
Cheese Danish	4.00	\$1.00
Cherry Cheese	4.25	\$1.00
Honey Bun	4.75	\$1.00
<b>Ice Cream</b>	<b>Ounces</b>	<b>Suggested Vend Price</b>
Big Neapolitan	6.00	\$1.25
Big Vanilla	6.00	\$1.25
FrozFruit Bar	3.00	\$1.25
Heath Bar	4.00	\$1.25
Strawberry Shortcake	4.00	\$1.25
Swiss Miss Fudge Bar	2.50	\$1.25
Chocolate Eclair	4.00	\$1.25
Champ Cone	4.60	\$1.25
Chips Galore Ice Cream Sandwich	4.50	\$1.25
Snickers	3.33	\$2.00
Twix	3.20	\$2.00
Choco Taco	4.00	\$2.00
Klondike Bar	5.50	\$2.00
Milky Way Bar	2.80	\$2.00
Oreo Bar	4.00	\$2.00
<b>Hot Beverages</b>	<b>Ounces</b>	<b>Suggested Vend Price</b>
Regular/Decaf	8.00	\$0.50
Cappuccino	8.00	\$0.50
Hot Chocolate	8.00	\$0.50
Regular/Decaf	12.00	\$0.75
Cappuccino	12.00	\$0.75
Hot Chocolate	12.00	\$0.75

### 4. Service Requirements

No additional responses required.



## PEPSI-COLA of LINCOLN

### 5. Revenue Information and Requirements

- 5.1.3.2 Pepsi-Cola will entertain an annual guarantee flat rate fee for the vending business if this is preferred by the City. Pepsi-Cola would base this fee upon the percentages used in Section 5.1.3.3 and projected sales volumes.
- 5.1.3.3 Pepsi-Cola will pay the City 30% of Gross Revenue on beverages and 15% of Gross Revenue on snacks. Commissions are based upon the suggested vend prices described in 3.7. Gross Revenue is defined in Section 5.3 of RFP.
- 5.4 To avoid any issues with late payment fees, Pepsi-Cola will advance the City \$50,000 ("Base Fee") at the beginning of each year of the Agreement. At the end of each Agreement year, Pepsi-Cola will reconcile commissions earned compared to the advance. Any deficit will reduce the following year's Base Fee until the final year of the Agreement. At the end of the term, if there is a deficit, the City will be required to reimburse Pepsi-Cola. A surplus will be paid to the City on an annual basis. In order to inform the City of performance, we will report sales on a monthly basis by location.

### 6. Promotional Products and Sponsorships of Various City Programs and Activities

- 6.2.1 Pepsi-Cola will provide each year up to four (4) radio remotes valued at \$3,200 and \$1,000 in free product to support Night Splash Pool Parties. Total annual value of \$4,200
- 6.2.2 Pepsi-Cola will provide each year \$500 in free product to support volunteer appreciation and special events at Highlands, University Place and Star City Shores pools. Total annual value of \$500
- 6.2.4.1-2 Pepsi-Cola will provide \$40,000 each year of the Agreement to sponsor the July fireworks display. Total annual value of \$40,000
- 6.2.4.3 Pepsi-Cola will discuss an increase in the sponsorship amount at the beginning of the second 5 year term if the City chooses to renew Agreement.
- 6.2.4.4 Pepsi-Cola agrees to sponsor the July fireworks display, however Pepsi-Cola cannot directly contract with the fireworks provider without proper indemnification from all parties, including the City.
- 6.3.1-6.3.2.4 Pepsi-Cola agrees to provide \$1,500 per year support on all items listed under promotional assistance, equipment and supplies. Pepsi-Cola will require the City to identify a contact person to administer these times. Total annual value of \$1,500
- 6.3.3 Pepsi-Cola will make available to the City (200) 15-second promotional tags to support City events. Total annual value of \$3,000
- 6.3.4 N/A
- 6.3.5 N/A
- 6.3.6 N/A





7. Fountain Soft Drink Equipment and Supplies

7.2-7.2.5            Please refer to the form Fountain Soft Drink Supplies for City of Lincoln provided in RFP. Our response is provided on this form.

8. Soft Drink Vending at Various Locations

8.1.1.1            Pepsi-Cola will offer only the Pepsi-Cola brand and package portfolio for this Agreement. Please refer to attachment for details of all brands and packages.

8.1.1.2            The funding provided by 6.2.4.1 is conditional upon an exclusive beverage agreement.



PEPSI-COLA of LINCOLN

### 8.1.1.1

#### Brand and Package Portfolio

Retail / Fountain	8 oz.	12 oz.	15.2 oz.	20 oz.	24 oz.	5 liter	1 liter	2 liter	12 pk	24 pk	5 g Pre	3 g Post	5 g Post
<b>Carbonated Soft Drink (CSD)</b>													
Pepsi	X	X		X	X	X	X	X	X	X	X		X
Pepsi NEXT		X		X				X	X				
Pepsi ONE		X		X				X	X	X			
Pepsi MAX		X		X				X	X	X			
Diet Pepsi	X	X		X	X	X	X	X	X	X	X		X
Diet Pepsi Vanilla		X		X				X	X				
Diet Pepsi Lime		X		X				X	X				
Pepsi Throwback		X		X				X	X				
Caffeine Free Pepsi		X		X				X	X	X			
Caffeine Free Diet Pepsi		X		X	X			X	X	X		X	X
Mountain Dew	X	X		X	X	X	X	X	X	X	X		X
Diet Mountain Dew		X		X	X		X	X	X	X		X	X
Mountain Dew Code Red		X		X			X	X	X	X		X	
Diet Mountain Dew Code Red		X		X				X	X				
Mountain Dew Live Wire		X		X				X	X				
Caffeine Free Diet Mountain Dew		X		X				X	X				
Mountain Dew Voltage		X		X				X	X				
Mountain Dew White Out		X		X				X	X				
Diet Mountain Dew Supernova		X		X				X	X				
Mountain Dew Throwback		X		X				X	X				
Wild Cherry Pepsi		X		X	X			X	X	X		X	X
Diet Wild Cherry Pepsi		X		X				X	X	X			
Sierra Mist Natural	X	X		X	X			X	X	X	X	X	X
Diet Sierra Mist	X	X		X				X	X				
Mug Rootbeer		X		X				X	X	X	X	X	X
Diet Mug Rootbeer		X						X	X				
DOC360		X		X				X	X				
Diet DOC360		X		X				X	X				
Crush Orange		X		X				X	X	X		X	
Crush Diet Orange		X		X				X	X				
Crush Grape		X		X				X	X				
Crush Strawberry		X		X				X	X			X	
Crush Cherry		X		X				X	X				
Hawaiian Punch		X		X				X	X				
<b>Ocean Spray</b>													
Apple 100%			X										
Orange 100%			X										
Cranberry Grape			X										
Ruby Red Grapefruit			X										
Strawberry Kiwi			X										
Pineapple Peach Mango			X										
Cranberry Cocktail			X										
<b>Aquafina</b>													
Purified Water		X		X	X	X	X		X	X			
<b>Aquafina Splash</b>													
Raspberry				X		X							
Wild Berry				X		X							
Grape				X		X							
Strawberry Kiwi				X		X							



Brand and Package Portfolio, Con't.

[illegible]





Brand and Package Portfolio, Con't.

[illegible]



## PEPSI-COLA of LINCOLN

### 8.1.1.1

#### Brand and Package Portfolio, Con't.

Retail / Fountain	9.5 oz.	10 oz.	12 oz.	13.7 oz.	14 oz.	15 oz.	16 oz.	20 oz.	24 oz.	1 liter	1.5 g Post	3 g Post
<b>Starbucks Frappuccino</b>												
Coffee	X			X								
Vanilla	X			X								
Vanilla Light	X											
Mocha	X			X								
Mocha Light	X											
<b>Starbucks Refreshers</b>												
Orange Melon			X									
Raspberry Pomegranate			X									
Strawberry Lemonade			X									
<b>Seattle's Best Coffee</b>												
Iced Mocha	X											
Iced Vanilla	X											
<b>Muscle Milk</b>												
Milk Chocolate					X							
Strawberry Creme					X							
Banana Creme					X							
Vanilla Creme					X							
Chocolate Light					X							
Café Latte Light					X							
<b>Hog Wash Juice</b>												
Gruntin Grape		X										
Squealin Blue Raspberry		X										
Piggleberry Punch		X										
Oinkin Orange		X										
Swine Sational Lime		X										

#### 9. Current Soft Drink Vending Locations

No additional responses required.

#### 10. Snack Food Vending Services at Various Locations

No additional responses required.

#### 11. Current Snack Food Vending Locations

No additional responses required.

#### 12. Healthy Vending Choices

12.5.2 Pepsi-Cola recommends reserving 25% of vend selections for healthy choice items. However, we will follow the merchandising standards as listed in our attachment. We reserve the right to discuss changes to the percentage of healthy choice items based upon actual sales volume of these products.

12.5.3 Attached.

12.5.5 Healthy choice items will be placed in the preferred position in the vending machine. However, due to the constraints of the vendors, not all healthy items will fit into the top third of the machine.

12.5.6-12.5.7 Attached.



### 12.5.3

The 35-10-35 is the most widespread nutritional guideline in the country.

The 35-10-35 nutritional guidelines means the following:

- Less than 35% of total calories are fat calories
- Less than 10% of total calories are saturated fat calories
- Less than 35% of total weight from sugar (9 grams per 100 calories)

The following is a list of all the items that meet the requirements of the 35-10-35 guidelines.

#### Healthy Choice Snacks

##### Large Spiral Items

- Beef Jerky/Nuggets
- Gardetto's Reduced Fat
- Chex Mix
- Quaker Baked Cheddar Munchie Mix
- Pepperidge Farm Goldfish Mix Ups
- Elfin Animal Crackers
- Austin Zoo Animal Crackers
- Basil Animal Crackers
- Honey Wheat Pretzel Braids
- Rold Gold Tiny Twist Pretzels
- Snyder's Sourdough Pretzel Nibs
- Harvest Cheddar Sun Chips
- Reduced Fat Baked Cheez Its
- Andy Capp Hot Fries
- Crunch and Munch
- TGIF Cheddar/Bacon Skins
- LSS Baked SCO
- LSS Baked BBQ
- LSS Baked Nacho Doritos
- LSS Baked CSC
- LSS Baked Cheetos
- Reduced Fat SS Chili Doritos
- Rice Krispie Treats
- Strawberry Pop Tarts
- Brown Sugar Pop Tarts

##### Small Spiral Items

- NV Oat & Honey Granola Bar
- NV Peanut Butter Granola Bar
- Fiber One Oats & Chocolate
- Fiber One Oats & Peanut Butter
- Quaker Chewy Choc Chip Granola Bar
- Quaker Chewy Peanut Butter/CC Granola Bar
- Cinnamon Toast Crunch Bar
- Nutrigrain Strawberry Bar
- Snickers Marathon Multigrain Energy Bar
- 3 Musketeer Brownie Generation Max Bar
- Sugar Free Vanilla Wafers
- Whole Grain Cracker & Cheese
- Peanuts
- Corn Nuts (all flavors)



# PEPSI-COLA of LINCOLN

## 12.5.3

### Healthy Choice Beverages

Brand	Ounces	Brand	Ounces
Diet Pepsi Lime	12 ounce Can	SoBe Life Water Pomegranate Nectarine with Coconut Water	20 ounce Bottle
Diet Pepsi Vanilla	12 ounce Can	SoBe Life Water Mango Mandarin with Coconut Water	20 ounce Bottle
Pepsi ONE	12 ounce Can	SoBe Life Water Pacific Coconut with Coconut Water	20 ounce Bottle
Diet Pepsi	12 ounce Can	SoBe Life Water Strawberry Kiwi Lemonade	20 ounce Bottle
Caffeine Free Diet Pepsi	12 ounce Can	SoBe Life Water Strawberry Kiwi	20 ounce Bottle
Diet Mountain Dew	12 ounce Can	SoBe Life Water Pomegranate Cherry	20 ounce Bottle
Caffeine Free Diet Mountain Dew	12 ounce Can	SoBe Life Water Blackberry Grape	20 ounce Bottle
Diet Wild Cherry Pepsi	12 ounce Can	SoBe Life Water Black Cherry Dragonfruit	20 ounce Bottle
Diet DOC 360	12 ounce Can	SoBe Life Water Strawberry Apricot	20 ounce Bottle
Diet Mountain Dew Code Red	12 ounce Can	SoBe Life Water Lemonade	20 ounce Bottle
Mug Diet Rootbeer	12 ounce Can	SoBe Life Water Yumberry Pomegranate Zero Calorie	20 ounce Bottle
Diet Sierra Mist	12 ounce Can	SoBe Life Water Fuji Apple Pear Zero Calorie	20 ounce Bottle
Diet Sierra Mist Strawberry Kiwi Splash	12 ounce Can	SoBe Life Water Black & Blue Berry Zero Calorie	20 ounce Bottle
Diet Mountain Dew Supemov a Strawberry Melon	12 ounce Can	SoBe Life Water Acai Fruit Punch	20 ounce Bottle
Crush Diet Orange	12 ounce Can	SoBe Life Water Mango Melon	20 ounce Bottle
Diet Pepsi	20 ounce Bottle	SoBe Life Water Strawberry Dragonfruit Zero Calorie	20 ounce Bottle
Caffeine Free Diet Pepsi	20 ounce Bottle	SoBe Life Water Cherimoya Punch	20 ounce Bottle
Diet Mountain Dew	20 ounce Bottle	G2 Glacier Freeze	20 ounce Bottle
Caffeine Free Diet Mountain Dew	20 ounce Bottle	G2 Blueberry Pomegranate	20 ounce Bottle
Diet Wild Cherry Pepsi	20 ounce Bottle	G2 Fruit Punch	20 ounce Bottle
Diet DOC 360	20 ounce Bottle	G2 Grape	20 ounce Bottle
Diet Sierra Mist	20 ounce Bottle	Propel Kiwi Strawberry	20 ounce Bottle
Diet Mountain Dew Supemov a Strawberry Melon	20 ounce Bottle	Propel Berry	20 ounce Bottle
Aquafina	20 ounce Bottle	Propel Grape	20 ounce Bottle
Aquafina Splash Grape	20 ounce Bottle	Ocean Spray Cranberry Cocktail	15.2 ounce Bottle
Aquafina SplashWild Berry	20 ounce Bottle	Ocean Spray Cranberry Grape	15.2 ounce Bottle
Aquafina SplashRaspberry	20 ounce Bottle	Ocean Spray Orange Juice 100%	15.2 ounce Bottle
Aquafina SplashStrawberry Kiwi	20 ounce Bottle	Ocean Spray Apple Juice 100%	15.2 ounce Bottle
Lipton Iced Diet Green Tea Citrus	20 ounce Bottle	Ocean Spray Strawberry Kiwi	15.2 ounce Bottle
Lipton Natural Diet Green Tea Citrus	20 ounce Bottle	Ocean Spray Pineapple Peach Mango	15.2 ounce Bottle
Lipton Natural Diet Green Tea Watermelon	20 ounce Bottle	Ocean Spray Ruby Red Grapefruit	15.2 ounce Bottle





12.5.6-12.5.7

Promoting Fit Pick™

Consumer education and promotion are absolutely crucial to successfully launching Fit Pick™ for the City. Goals of promotion include:

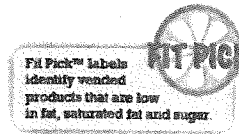
- Maintaining and growing your revenue base
- Encouraging existing customers to try new products
- Attracting a new base of health-conscience customers
- Raising the awareness of all consumers that Fit Pick™ is available
- Educating consumers about the meaning of Fit Pick™ nutritional criteria



In summary, Fit Pick™ will offer the City an easy-to-implement program that can transform vending machines into part of the solution to our local and national health problems! It offers consumers the option of choosing snacks that support a healthier lifestyle. Fit Pick™ products meet predetermined nutritional standards and are clearly identified, making them easy to locate in all vending machines. This serves an educational purpose for those who would like to eat better but don't know where or how to start.

12.6

Please refer to 12.5.3.



13. Award Criteria

Pepsi-Cola acknowledges the award criteria established by the City for this RFP.

14. Transition

Pepsi-Cola is hopeful there will be no need for a transition plan.

15. Assignment and Termination

Pepsi-Cola acknowledges the provisions of this section.

**FOUNTAIN SOFT DRINK SUPPLIES  
FOR  
CITY OF LINCOLN**

**COMPLETE THIS FORM AND ATTACH IT TO THE WRITTEN RESPONSE!**

	Item Description	Unit Price
	<u>Fountain Soft Drink Services, Equipment and Supplies</u>	
1. List Full-line of Drinks:		
1.1	<b><u>Soft Drink Syrups:</u></b>	
	Product <u>Pepsi</u> Box Size <u>5</u> Gal.	\$ <u>12.03</u> Gal.
	Product <u>Diet Pepsi</u> Box Size <u>5</u> Gal.	<u>12.03</u> Gal.
	Product <u>Mountain Dew</u> Box Size <u>5</u> Gal.	<u>12.03</u> Gal.
	Product <u>Diet Mountain Dew</u> Box Size <u>5</u> Gal.	<u>12.03</u> Gal.
	Product <u>Mug Rootbeer</u> Box Size <u>5</u> Gal.	<u>12.03</u> Gal.
1.2	<b><u>Fruit Drinks:</u></b>	
	Product <u>Lemonade</u> Box Size <u>5</u> Gal.	\$ <u>12.03</u> Gal.
	Product <u>Pink Lemonade</u> Box Size <u>3</u> Gal.	<u>12.44</u> Gal.
	Product <u>Crush Orange</u> Box Size <u>3</u> Gal.	<u>12.44</u> Gal.
	Product <u>Fruit Punch</u> Box Size <u>3</u> Gal.	<u>12.44</u> Gal.
	Product _____ Box Size _____ Gal.	_____ Gal.
1.3	<b><u>Other Drinks (Iced Tea Mix, Etc.)</u></b>	
	Product <u>Brisk Tea</u> Box Size <u>3</u> Gal.	\$ <u>11.61</u> Gal.
	Product <u>Raspberry Tea</u> Box Size <u>3</u> Gal.	<u>12.44</u> Gal.
	Product <u>Gatorade</u> Box Size <u>3</u> Gal.	<u>12.44</u> Gal.
	Product _____ Box Size _____ Gal.	_____ Gal.
	Product _____ Box Size _____ Gal.	_____ Gal.

<u>Item Description</u>		<u>Unit Price</u>
<b>2. <u>Wax-coated Paper Cups:</u></b>		
2.1	12 Oz. Size - Case Count <u>2,000</u> Cups	\$ <u>71.00</u> Cs
2.2	16 Oz. Size - Case Count <u>1,000</u> Cups	<u>47.50</u> Cs
2.3	22 Oz Size - Case Count <u>      </u> Cups	<u>N/A</u> Cs
2.4	24 Oz. Size - Case Count <u>1,000</u> Cups	<u>60.50</u> Cs
2.5	32 Oz. Size - Case Count <u>480</u> Cups	<u>41.50</u> Cs
<b>3. <u>Cup Lids:</u></b>		
3.1	12 Oz Cups - Case Count <u>2,000</u> Lids	\$ <u>34.00</u> Cs
3.2	16 Oz Cups - Case Count <u>2,000</u> Lids	<u>34.00</u> Cs
3.3	22 Oz Cups - Case Count <u>N/A</u> Lids	<u>N/A</u> Cs
3.4	24 Oz. Cups - Case Count <u>2,000</u> Lids	<u>34.00</u> Cs
3.5	32 Oz. Cups - Case Count <u>960</u> Lids	<u>26.15</u> Cs
<b>4. <u>20 Ounce Bottles - Beverages</u></b>		
4.1	Soft Drink	\$ <u>19.65</u> 24 Btts/Cas
4.2	Sports Drink	\$ <u>21.75</u> 24 Btts/Cas
4.3	Water	\$ <u>19.65</u> 24 Btts/Cas
4.4	Tea	\$ <u>19.65</u> 24 Btts/Cas
<b>5. <u>Co<sub>2</sub> Refills</u></b>		\$ <u>27.15</u> Ea.
<b>6. <u>Cylinder Deposit</u></b>		\$ <u>50.00</u> Ea.
<b>*Addendum 2 100% Juice Box 6.75 oz.</b>		\$ <u>0.40</u> Ea.



**SPECIFICATIONS**  
**BEVERAGE AND SNACK VENDING SERVICES FOR THE CITY OF LINCOLN**  
**REQUEST FOR PROPOSALS**

**1. PROJECT SCOPE**

- 1.1 The City of Lincoln (hereinafter referred to as the City) is interested in executing a long term contract with a Beverage and Vending Services Firm (hereinafter referred to as Vendor) to install and manage beverage services and vending machines at locations throughout the City.
- 1.2 Products and services required under contract will include but are not limited to:
  - 1.2.1 Fountain soft drink equipment and supplies at Star City Shores Aquatic Center, Densmore Park Ballfield concession, Jim Ager Golf Course Clubhouse and Woods Pool concession operations.
  - 1.2.2 Soft drink and snack food vending machine services at various City buildings and Parks and Recreation locations.
- 1.3 The City wishes to maximize revenue while providing a wide variety of foods and beverages to facility visitors and staff population.
  - 1.3.1 Vendor shall provide a variety of beverages and snacks that are typical of vending selections and healthy choices as specified.
- 1.4 Vendors must submit an electronic response using the City Purchasing Ebid system AND seven (7) copies of a written response prior to the closing date and time.
  - 1.4.1 Written Response must be delivered/sent to:  
City/County Purchasing  
Beverage and Vending  
Robert Walla  
440 So. 8<sup>th</sup> Street  
Lincoln, NE 68508
- 1.5 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Bob Walla, Asst. Purchasing Agent ([rwalla@lincoln.ne.gov](mailto:rwalla@lincoln.ne.gov)) Or Fax:(402)441-6513.
  - 1.5.1 These inquiries and/or responses shall be distributed to prospective Vendors electronically as an addenda.
  - 1.5.2 The City shall only reply to written inquiries received within five (5) calendar days of bid opening.
  - 1.5.3 Any communication with City staff, other than the Purchasing Dept is prohibited and may result in the rejection of proposal.
- 1.6 The City is interested in a contract term of five (5) years beginning on September 1, 2012 through August 31, 2017 with option to renew for one (1) additional five (5) year term.
  - 1.6.1 Vendors may submit alternate terms which would provide greater revenue for the City.
  - 1.6.2 Alternate terms and the revenue amounts must be outlined in the written response.

**2. GENERAL INFORMATION**

- 2.1 The City program shall include providing, installing, and maintaining the soft drink and vending systems at all locations with the exception of the Pinnacle Bank Arena.
- 2.2 Only name brand products will be allowed for dispensing in the machines provided.
  - 2.2.1 Other products, depending on sales volume, may be substituted during the contract term for items offered in your original response; however, prices shall remain the same as kindred items offered in your response.
  - 2.2.2 Contractor must consider input from the City staff when adding or deleting items from the machines.

- 2.3 The City will furnish, at its own expense, all electricity and water lines used for the operation of the vending machines.
  - 2.3.1 Contractor's equipment must be suitable to operate with the existing physical plant layout, utility and outlet locations, etc.
  - 2.3.2 The City will not be responsible for making any improvements or modifications to the existing areas in order to accommodate the proposer's equipment unless it is proven that such improvements will add revenue which exceeds the improvement cost.
  - 2.3.3 In offering utility hookups and space, the City is not assuming liability for the contractor's equipment and/or its contents.
- 2.4 Vendor will be required to provide three (3) references where they are currently providing beverage and vending services in a quantity that is equal to or exceeds the amount of product per month/year as listed in the attachments.
  - 2.4.1 References must be listed on written response.
- 2.5 Vendor shall indicate a single point of contact for departments to contact regarding orders, promotional events, sponsorships, revenue payments, and any other issue arising during the term of the contract.

3. **VENDING MACHINE INFORMATION**

- 3.1 Attachment "A" shows the gross revenues generated and monthly buying trends of soft drink vending machines at City Parks and Rec facilities for 2010 and 2011.
- 3.2 Attachment "B" shows the gross revenues generated and monthly buying trends of soft drink and snack food vending machines at all non-park locations in the City and snack food vending machines at City Park facilities for 2010 and 2011.
- 3.3 Vending machines located at City facilities currently contain the following:
  - 3.3.1 Cold Drinks (20 oz. bottle and 12oz. cans of pop, water and juice)
  - 3.3.2 Hot Drinks (coffee, tea, cocoa)
  - 3.3.3 Snack Machines (candy bars, donuts, rolls, cookies, nuts and chips)
  - 3.3.5 Frozen Snack Machine (ice cream bars, burritos, chicken wings, etc.)
  - 3.3.6 Cold Machine (sandwiches, fruit, milk)
- 3.4 On occasion, specialty items may be requested by City Staff to be included in the vending machines at various locations.
- 3.5 Vendor shall provide plastic utensils and a microwave capable of cooking those products supplied by the vending machines at locations where volume is adequate.
- 3.6 The City wishes to maximize the amount of commissions by increasing the number of machines at City locations.
- 3.7 Vendor shall provide a list which includes the number of machines proposed at each location, specific contents of each machine (including brand names), the package weight, and all prices charged for each item sold.
  - 3.7.1 List shall be on company letterhead and attached in the Response Attachments section of the ebid.
  - 3.7.2 The City shall negotiate the price and items at each location with the awarded Vendor in order to receive the greatest amount of revenue while not discouraging the purchase of items.
  - 3.7.3 **The price for beverage and snack vending machine products will be the same at all locations served by the Vendor under the terms of this contract.**
- 3.8 The Vendor must provide a bill changer capable of changing \$1, \$5, \$10, and \$20 bills at selected locations as requested.
- 3.9 Upon request, Vendor shall provide samples of snack vending products submitted in their proposal.

4. **SERVICE REQUIREMENTS**

- 4.1 The Vendor shall furnish all materials, supplies, delivery and labor required in the operation and maintenance of the equipment supplied.
- 4.2 Servicing of machines and related equipment repair service shall be of the same quality offered to the retail segment of your trade.
- 4.3 Machines damaged by vandalism, accident, or natural occurrences shall be repaired or replaced at Vendor's expense within twenty-four (24) hours of notification.
- 4.4 Proper cleaning and sanitizing of the machines is essential, particularly machines vending open liquids, such as coffee products.
  - 4.4.1 Vendor shall provide all vending services in strict compliance with all the current laws and ordinances of the City, County and State of Nebraska, as well as any local Health Department standards, now and hereafter in effect during the term of this agreement.
- 4.5 Hours of operation and service times shall be those during which the facilities are open to the public.
  - 4.5.1 In the event there are private parties after normal business hours, the Vendor may be required to service machines at the request of the respective pool or recreation center supervisor at no cost to the City.
- 4.6 Machines shall be located within or about the specified building at the direction of the supervisor in charge of the facility.
- 4.7 All machines must be anchored to prevent tipping.
- 4.8 Machines located at swimming pools, and some other locations, may be stored inside or outside depending on the facilities.
- 4.9 Vendors will reimburse the City for any refunds that the City may need to issue to complainants at any facility who demand to be reimbursed for vending transactions for which they have made payment, but have failed to receive the merchandise they selected.

5. **REVENUE INFORMATION AND REQUIREMENTS**

- 5.1 The City is interested in contracting with a company who will maximize the revenue that can be generated from beverage and vending services.
  - 5.1.1 The City has contracted for vending and beverage services in the past with good results.
  - 5.1.2 It is the goal of this contract to increase revenue payments by maximizing the opportunities available with the addition of machines or other means which may or may not have been utilized in the past.
  - 5.1.3 Vendors are encouraged to propose several options to the City which have been successful in Lincoln as well as in Cities of this size around the country including but not limited to:
    - 5.1.3.1 Flat Fee/Non Vending machine activities: Licensee shall pay a guaranteed annual flat fee.
      - 5.1.3.1.1 Phased in increases during the term of the agreement are encouraged.
      - 5.1.3.1.2 Said fee shall be payable in twelve (12) monthly installments due on the first day of each month, of each license year or some type of similar payment structure to be negotiated.
    - 5.1.3.2 Vending Machine Flat Fee: Licensee shall pay a minimum flat fee per month for each vending machine at the licensed premises.
      - 5.1.3.2.1 Phased in increases during the term of the agreement are encouraged.
      - 5.1.3.2.2 Said fee shall be payable in twelve monthly installments due on the first day of each month of each license year or some type of similar payment structure to be negotiated.

- 5.1.3.3 Percentage of Gross Receipts: A percentage of gross receipts as offered by proposer.
- 5.1.3.3.1 Said payments shall be payable in twelve monthly installments and remitted not later than the fifteenth of every month in arrears for the prior month for each month of each license year.
- 5.1.3.4 A phased in percentage, increasing to a maximum figure, will be considered to help defray the start-up costs.
- 5.1.3.5 Any combination of these options.
- 5.2 Attachment "A and B" shows the cash collected on beverage and or vending services at City facilities for 2010 and 2011.
- 5.3 One of the options available to the Vendor is to pay a monthly or yearly guaranteed sum or commission on all completed transactions, based on GROSS REVENUES.
- 5.3.1 GROSS REVENUES shall be defined as the total revenue earned from all sales of vending products, without any allowance or deduction for operational costs, taxes (other than NE sales tax), equipment charges, or other fees, expenses, or payments to suppliers.
- 5.4 Commission payments on gross revenues which are paid on a calendar month basis shall be paid by the 15th of the month for the preceding calendar month; and any balance remaining unpaid upon termination of this agreement shall be paid within fifteen (15) days after date of such termination.
- 5.4.1 A 10% late fee will be assessed by the City for payments not received by the 15th of the following month.
- 5.4.2 Payments which are over 60 days late will result in a late fee of 30% and may result in termination for cause.
- 5.5 Contractor shall list their revenue generating options as part of their written response.
- 5.6 The City shall not pay nor be liable for any costs for the duration of the contract.
- 5.7 Revenue payments shall be sent to:
- The City of Lincoln  
Finance Department  
c/o Steve Hubka - Finance Director  
555 So. 10th Street  
Lincoln, NE 68508
- 5.8 Monthly revenue payments shall be made as one lump sum covering all machines at all locations; however, such lump sum payments must be accompanied by a statement showing gross revenues at each location by type of sales.
- 5.9 The calculation of the commission/GMAC shall be documented on the statement which accompanies the payment.
- 5.9.1 The City reserves the right to inspect the financial records of the Vendor, at any time throughout the term of the agreement for verification of compliance.
- 5.10 The City is encouraging the Vendor to consider a signing bonus due upon execution of the contract by all parties.
- 5.10.1 Amount of signing bonus shall be on the written response and clearly indicated as a Signing Bonus.
- 5.11 The Vendor shall maintain an accurate, verifiable record and tracking system acceptable to the City for substantiating guaranteed and/or commission payments.



**6. PROMOTIONAL PRODUCTS AND SPONSORSHIP OF VARIOUS CITY PROGRAMS AND ACTIVITIES**

- 6.1 In addition to cash revenue from beverage and vending sales, the City is interested in partnering with a Vendor to provide promotional items and sponsorship of events in the City throughout the year.
- 6.2 The City conducts the following special events and programs for which promotional assistance and co-sponsorship by the proposer is desired:
  - 6.2.1 Nine (9) Night Splash pool parties.
  - 6.2.2 One (1) special event for Volunteer Appreciation.
  - 6.2.3 Special Events At Highlands, University Place and Star city Shores pools
  - 6.2.4 Fourth of July Fireworks display (Uncle Sam Jam)
    - 6.2.4.1 The City would like the Vendor to be the sponsor of this event by covering the cost of the fireworks display each year.
    - 6.2.4.2 The minimum amount of sponsorship for this event in the first year is \$40,000.00
    - 6.2.4.3 The Vendor shall increase the amount of funding for this event by \$1,000.00 per year for the life of the contract and any renewal. (i.e.. - Year 2 - \$41,000.00, Year 3 - \$42,000.00, etc. etc.)
    - 6.2.4.4 The Vendor shall contract for the fireworks with a reputable company who has a proven record of providing spectacular fireworks shows throughout the United States.
    - 6.2.4.5 Details of the fireworks show will be discussed with the Mayors office prior to the Vendor contracting with a fireworks provider.
- 6.3 Promotional and sponsorship items suggested by the Parks and Recreation Department to be given away to participants at various events include but is not limited to:
  - 6.3.1 Promotional assistance:
    - 6.3.1.1 Free soft drink products (Including healthy options)
    - 6.3.1.2 Free T-shirts and sweatshirts
    - 6.3.1.3 Free Toys and gadgets
    - 6.3.1.4 Free Sporting goods equipment.
  - 6.3.2 Promotional equipment or supplies for use at City facilities during promotional and sponsorship events, and in some cases daily use, include but is not limited to:
    - 6.3.2.1 Menu boards.
    - 6.3.2.2 Clocks for swimming pools.
    - 6.3.2.3 Logoed rainwear for use by pool staff
    - 6.3.2.4 Logoed umbrellas
  - 6.3.3 Vendor may provide radio and television advertising at no cost to the City as a Co-sponsor of Parks & Recreation special events with various radio and television stations throughout the swim season.
  - 6.3.4 Vendor may provide billboard advertising at no cost to the City as a Co-sponsor of Parks & Recreation special events throughout the swim season.
  - 6.3.5 Vendor may provide Can Panel advertising at no cost to the City as a Co-sponsor of Parks & Recreation special events throughout the swim season.
  - 6.3.6 Vendor may provide printed posters and flyers at no cost to the City as a Co-sponsor of Parks & Recreation special events throughout the swim season.
- 6.4 Participation in the promotional and sponsorship areas must be outlined in the written proposal submitted to the City.
- 6.5 The City will consider other partnerships with the Vendor throughout the term of the contract to promote the City and the Vendors products and business.

7. **FOUNTAIN SOFT DRINK EQUIPMENT AND SUPPLIES**

- 7.1 Vendor shall supply the following soft drink dispensing equipment at Star City Shores, Densmore Park, Jim Ager Golf Course and Woods Pool at no cost to the City :
  - 7.1.1 Two (2) - Eight (8) head fountain dispensers with metered flow and automatic valve at Star City Shores.
  - 7.1.2 Two (2) - Two (2) head fountain dispensers with metered flow and automatic valve at Star City Shores.
  - 7.1.3 One (1) - Six (6) head fountain dispensers with metered flow and automatic valve at Woods Pool.
  - 7.1.4 One (1) - Eight (8) head fountain dispensers with metered flow and automatic valve at Densmore Park Ballfield.
  - 7.1.2 CO<sub>2</sub> dispenser, plus large single cylinder tank at concession location.
- 7.2 Vendor shall provide pricing with their proposal for the following products which will be purchased by the City on an as-needed basis:
  - 7.2.1 Full-line soft drink syrups, fruit drink syrups, iced tea, etc., packaged in standard size bags/box containers.
  - 7.2.2 Wax-coated paper cups: 12 oz., 16 oz., 22 oz., 24oz. and 32oz.
  - 7.2.3 Lids sized appropriate for each cup.
  - 7.2.4 CO<sub>2</sub> refills
  - 7.2.5 **Vendor shall complete the pricing of these items on the ebid portion of their bid in the Line Item section.**
    - 7.2.5.1 Other products that the Vendor would like to sell to the City can be included in the written response.
  - 7.2.6 Price must include delivery to all City locations.
- 7.3 Delivery requirements
  - 7.3.1 Vendor shall be responsible for re-stocking items before noon of each day.
  - 7.3.2 Vendor must be able to make additional deliveries on an as-needed basis within twenty-four (24) hours of notification by City.
  - 7.3.3 No out-dated products will be accepted.
  - 7.3.4 Spoiled/damaged products will be returned for full credit.

8. **SOFT DRINK VENDING SERVICES AT VARIOUS LOCATIONS**

- 8.1 Vendor shall supply and service soft drink vending equipment at no cost to the City.
  - 8.1.1 Soft drink vending machines shall dispense not less than five (5) selections, one of which shall be a major brand such as "Coca-Cola", "Pepsi-Cola", "Seven-Up", or "RC Cola".
    - 8.1.1.1 **Vendor may propose an exclusive brand beverage as part of their written proposal.**
    - 8.1.1.2 The City will determine if an exclusive brand arrangement is in its best interest during the evaluation process of the RFP.
  - 8.1.2 Machines shall have a capacity of not less than four hundred (400) 12 oz. soft drink cans or three hundred (300) 20 oz. plastic twist-cap bottles.
  - 8.1.3 Machines shall be self-contained.
  - 8.1.4 Machines installed at recreation centers and swimming pools shall be equipped with dollar bill changers.
  - 8.1.5 City will furnish all electricity used for these operations.
    - 8.1.5.1 The City is interested in a Vendor who will install vending machines that have the highest energy efficiency rating available.
    - 8.1.5.2 Vendors who propose exterior machines that utilize alternative power sources such as solar or wind power to operate the machines will be evaluated at a more favorable rate than a Vendor that doesn't provide this technology.

- 8.1.5.3 The City has the right to reject machines that are very old and/or do not have energy efficient technology.
- 8.1.6 Contractor shall furnish all materials, supplies and labor required in the operation of the machine at his own expense.
- 8.1.7 In addition to common soft drinks, successful contractor shall supply non-carbonated drinks such as tea, juices, sports drinks and water in all machines.
- 8.2 Vendor shall provide soft drink vending services strictly in compliance with all the current ordinances of the City and laws of the State of Nebraska, now and hereafter in effect during the term of this agreement.

**9. CURRENT SOFT DRINK VENDING LOCATIONS**

- 9.1 Currently, soft drink vending machines are located at the following locations twelve (12) months per year: (See Attachment B for number of machines)

<u>LOCATION</u>	<u>ADDRESS</u>
"F" Street Comm. Center	1225 "F" Street
Easterday Rec Center	6130 Adams Street
Air Park West Center	3720 N.W. 46th Street
Auld Pavilion	3140 Sumner Street
Irving Recreation Center	2010 Van Dorn Street
Calvert Recreation Center	4500 Stockwell Street
Belmont Comm. Center	14th & Judson
Parks & Rec. Admin. Office	2740 "A" Street
Central District Shop	244 S 21
Carpentry Maintenance Shop	240 S 21
South District Shop	6400 Normal Blvd.
Southwest District Shop	3201 S Coddington
Ager Play Center	1300 S 27
Park Teen Center	855 S. 8 <sup>th</sup> St.
Northeast District Shop	5045 Colby
Northwest District Shop	3130 N 5
Highlands Golf Maint. Shop	5501 NW 12
Holmes Golf Maint. Shop	6300 Pioneers Blvd.
Mahoney Golf Maint. Shop	7900 Adams St.
Pioneers Golf Maint. Shop	Pioneers Park
Bennet Martin Library	136 S. 14 <sup>th</sup> St.
Capital Humane Society	2320 Park Blvd.
Lincoln Wastewater Plant	2400 Theresa St.
Street Maintenance Office	901 N 6th
Ashland Water Treatment Plant	401 Hwy. 6
Northeast Street Mntc Shop	3200 Baldwin
Southeast Street Mntc Shop	3180 South St.
Municipal Service Center	901 Bond Street (Several Locations in Bldgs)
StarTran	710 J Street
Anderson Library	3635 Touzalin
Gere Library	2400 S. 56 <sup>th</sup> St.
Eiseley Library	1520 Superior St.
Walt Library	6701 S. 14 <sup>th</sup> St.
Police Firing Range	6000 N.W. 38 <sup>th</sup> St.

Carriage Park Garage	1128 L St.
Center Park Garage	1120 N. St.
Cornhusker Square Garage	1220 L St.
Haymarket Park Garage	848 Q St.
Q Place Garage	1111 Q St.
University Square Garage	101 N. 14 <sup>th</sup> St.
LPD Center Substation	1501 N. 27 <sup>th</sup> St.
Fire Station #1,#2,#3,#4,#5,#6,#7,#8,#9,#10,#11,#12,#13,#14 and Mntc Shop	
Police Garage	635 J St.
LPD NE Substation	4843 Huntington Ave.
Lincoln Water Dept.	2021 N. 27 <sup>th</sup> St.
FUTURE SITE OPTION - 2 New Haymarket Parking Garages	

- 9.2 Currently, soft drink vending machines are located at the following locations from May 15 through August 31 each year:

<u>LOCATION</u>	<u>ADDRESS</u>
Irvingdale Pool	19th and Van Dorn Sts.
Ballard Pool	3901 N. 66 <sup>th</sup> St.
Belmont Pool	12th and Manatt Sts.
Eden Pool	46th & Antelope Creek Rd.
Highlands Pool	5503 NW 12 <sup>th</sup> St.
University Place Pool	4900 Lexington St.
Arnold Heights Pool	4000 N.W. 46th Street
Star City Shores	4375 S. 33 <sup>rd</sup> Ct.

- 9.3 Currently, soft drink vending machines are located at the following locations from May 1 through October 1 each year:

<u>LOCATION</u>	<u>ADDRESS</u>
Mahoney Park Softball Complex	
Holmes Park Softball	S. 70 <sup>th</sup> & Holmes Park Rd.
Pioneers Park Concession	Pioneers Park
Antelope Playground	30 <sup>th</sup> & A St.
Union Plaza	21 <sup>st</sup> and Q St.
MoPac Trail Head Station	So. 89 <sup>th</sup> Street

- 9.4 The City shall communicate with the Vendor in locating other locations for soft drink vending machines throughout the term of the contract.
- 9.5 Should it prove not to be economical to provide the number of machines listed for each location, the Vendor shall advise the City and discuss options available to the City.
- 9.6 The City agrees to only allow the contracted Vendor to provide snack food and beverages at the locations owned by the City.

10. **SNACK FOOD VENDING SERVICES AT VARIOUS LOCATIONS**

- 10.1 Vendor shall supply and service snack food vending equipment at no cost to the City :
- 10.1.1 Snack food vending machines shall dispense various types of snacks which are proven sellers with other accounts in Lincoln, NE.
- 10.1.1.1 **Vendor may propose an exclusive brand/s of snacks as part of their written proposal.**
- 10.1.1.2 The City will determine if an exclusive brand arrangement is in it's best interest during the evaluation process of the RFP.
- 10.1.2 Machines shall be self-contained.
- 10.1.3 Machines installed at recreation centers and swimming pools shall be equipped with dollar bill changers as needed.
- 10.1.4 City will furnish all electricity used for the operations of these machines.
- 10.1.5 Vendor shall furnish all materials, supplies and labor required in the operation of the machines at his own expense.
- 10.2 Vendor shall provide snack food vending services strictly in compliance with all the current ordinances of the City and laws of the State of Nebraska, now and hereafter in effect during the term of this agreement.

11. **CURRENT SNACK FOOD VENDING LOCATIONS**

- 11.1 Currently, snack food vending machines are located at the following locations twelve (12) months per year:

<u>LOCATION</u>	<u>ADDRESS</u>
"F" Street Comm. Center	1225 "F" Street
Easterday Rec Center	6130 Adams Street
Air Park West Center	3720 N.W. 46th Street
Auld Pavilion	3140 Sumner Street
Irving Recreation Center	2010 Van Dorn Street
Calvert Recreation Center	4500 Stockwell Street
Belmont Comm. Center	14th & Judson
Parks & Rec. Admin. Office	2740 "A" Street
Central District Shop	244 S 21
Carpentry Maintenance Shop	240 S 21
South District Shop	6400 Normal Blvd.
Southwest District Shop	3201 S Coddington
Ager Play Center	1300 S 27
Park Teen Center	855 S. 8 <sup>th</sup> St.
Northeast District Shop	5045 Colby
Northwest District Shop	3130 N 5
Highlands Golf Maint. Shop	5501 NW 12
Holmes Golf Maint. Shop	6300 Pioneers Blvd.
Mahoney Golf Maint. Shop	7900 Adams St.
Pioneers Golf Maint. Shop	Pioneers Park
Bennet Martin Library	136 S. 14 <sup>th</sup> St.
Capital Humane Society	2320 Park Blvd.
Lincoln Wastewater Plant	2400 Theresa St.
Street Maintenance Office	901 N. 6th
Ashland Water Treatment Plant	Hwy 2 Ashland, NE
Municipal Service Center	901 W. Bond St.
StarTran	710 J St.
Anderson Library	3635 Touzalin

Gere Library	2400 S. 56 <sup>th</sup> St.
Eiseley Library	1520 Superior St.
Walt Library	6701 S. 14 <sup>th</sup> St.
Police Firing Range	6000 N.W. 38 <sup>th</sup> St.
Carriage Park Garage	1128 L St.
Center Park Garage	1120 N. St.
Cornhusker Square Garage	1220 L St.
Haymarket Park Garage	848 Q St.
Q Place Garage	1111 Q St.
University Square Garage	101 N. 14 <sup>th</sup> St.
LPD NE Substation	4843 Huntington Ave.
LPD Center Substation	1501 N. 27 <sup>th</sup> St.
Police Garage	635 J St.
Lincoln Water Dept.	2021 N. 27 <sup>th</sup> St.
NE Streets Shop	
SE Streets Shop	
FUTURE SITE OPTION - 2 New Haymarket Parking Garages	

- 11.2 Currently, snack food vending machines are located at the following locations from May 15 through August 31 each year:

<u>LOCATION</u>	<u>ADDRESS</u>
Irvingdale Pool	19th and Van Dorn Sts.
Ballard Pool	3901 N. 66 <sup>th</sup> St.
Belmont Pool	12th and Manatt Sts.
Eden Pool	46th & Antelope Creek Rd.
Arnold Heights Pool	4000 N.W. 46th Street

- 11.3 The City shall communicate with the Vendor in locating other locations for snack food vending machines throughout the term of the contract.
- 11.4 Should it prove not to be economical to provide the number of machines listed for each location, the Vendor shall advise the City and discuss options available to the City.
- 11.5 The City agrees to allow only the contracted Vendor to provide snack food and beverages at the locations owned by the City.

## 12. HEALTHY VENDING CHOICES

- 12.1 The City of Lincoln seeks to encourage a healthy community and workforce and is committed to setting a positive example and providing leadership on healthy lifestyle choices to our citizens and our employees.
- 12.2 Providing healthy choices in the City's beverage and snack vending machines is necessary to this effort.
- 12.3 The goal is to offer healthy options while still allowing freedom of choice.

- 12.4 Healthier options in vending machines may assist individuals in leading a healthier lifestyle.
- 12.5 The City requests that the Vendor provides a detailed outline on how your beverage and vending service can contribute to our goal of creating an even healthier community.
  - 12.5.1 Plans shall include but not be limited to the following options:
  - 12.5.2 Reserving a percentage of food and beverages sold in City owned/operated vending machines dedicated to meeting the outlined nutrition standards listed in Attachment C.
  - 12.5.3 Identification of all food and beverage choices meeting the outlined nutrition standards in the vending machine as a "healthy choice".
  - 12.5.4 Setting prices for food and beverage items meeting the outlined nutrition standards at a price that is equivalent to or lower than the price of the remaining items within the vending machine that do not meet these nutrition standards.
  - 12.5.5 Placing food and beverage items meeting the outlined nutrition standards within the top third of the vending machine so that they are visible at eye level.
  - 12.5.6 Color coding vending items and placing signage on the machine that indicates which color-coded items meet the nutritional standard.
  - 12.5.7 Place signage on or near the machine which encourages the purchase of healthy items.
    - 12.5.7.1 The City Health Department and CIC Department will assist in providing artwork for signage.
- 12.6 All snack and beverage machines located at the Park Teen Center, City Rec Centers and Community Centers shall contain only healthy options.
  - 12.6.1 Please provide the complete list of healthy beverages and foods which will be put into these machines in the written portion of your proposal.

**13. AWARD CRITERIA**

The following criteria will be considered when evaluating and awarding a contract:

- 13.1 Vendor's proven ability to provide similar vending service programs to Cities of the size of Lincoln or larger.
- 13.2 Variety of items listed in the Vendor's response.
- 13.3 The proposed price to be charged for items offered.
- 13.4 The total amount of revenue offered to the City for the term of the contract.
- 13.5 The amount and type of promotional products and sponsorships provided.
- 13.6 The Signing Bonus offered.
- 13.7 Any additional value added offerings for products, commissions, services and/or enhancements to the City.
- 13.8 The financial stability of the company.
- 13.9 The age and condition of the machines to be placed in service.
  - 13.9.1 The City is requesting that a Vendor provides newer, energy efficient machines.

**14. TRANSITION PLAN**

- 14.1 Successful Vendor must ensure smooth transition from current provider (First Choice Vending) and work closely to schedule replacement of existing equipment to new systems in order to limit downtime.
  - 14.1.1 Transition plan shall be included in written response.

15. **ASSIGNMENT AND TERMINATION**

- 15.1 This agreement shall not be assigned by the Awarded Vendor without express written permission of the City.
- 15.2 The City may terminate the contract for cause if the Vendor:
  - 15.2.1 Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide complete vending service.
  - 15.2.2 Fails to make payments to the City for commissions or is continuously late with commission payments.
  - 15.2.3 Fails to make payments to suppliers or subcontractors for materials and/or labor in accordance with the respective agreements between the contractor and subcontractors.
  - 15.2.4 Otherwise commits a substantial breach of any provision of the contract agreement.
- 15.3 By mutual agreement with both parties of the contract, upon receipt and acceptance of not less than sixty (60) calendar days written notice, the contract may be terminated for convenience on an agreed upon date, prior to the end of the contract period, without penalty to either party.
  - 15.3.1 Upon such termination, the Vendor shall pay the City the full commission amount due as a result of all vending transactions properly completed using the equipment placed on City property, to the date of termination and not previously paid to the City.



City of Lincoln  
Full Service Vending Sales and Commissions  
For the Year Ended December 31, 2011 and 2010

Customer		Machine		2010		2011	
Name	Number	Machine Description	Number	Cash Collected	Cash Collected		
PR-ADMIN OFFICE 9001 F/S	129124	2740 A STREET	30187	320.58	265.80		
PR-AIR PARK WEST 9030 F/S	110041	3720 N.W. 46TH STREET	310	1,131.70	468.40		
PR-AIR PARK WEST 9030 F/S	110041	3720 NW 46TH STREET	30412	848.41	389.47		
PR-ANTELOPE PARK 9002 F/S	101293	EAST SIDE OF PLAYGROUND	32047	1,553.92			
PR-ANTELOPE PARK 9002 F/S	101293	GT PLAYGROUND	32805	1,556.36	2,008.05		
PR-ARNOLD HIGHT P 9019 FS	110171	S WALL POOL HS BY SNK VEN	340	1,064.67	1,229.24		
PR-AULD PAVILION 9002 F/S	129089	3140 SUMNER STREET	306	1,586.73	1,971.60		
PR-BALLARD POOL 9020 F/S	102875	OUTSIDE - 20 OZ	33098	1,301.65	1,074.35		
PR-BELMONT POOL 9021 F/S	117166	200Z-AS	31054	1,219.84	835.10		
PR-BELMONT REC 9032 F/S	117304	1234 JUDSON	595	1,843.35	1,001.05		
PR-BELMONT REC 9032 F/S	117304	1234 JUDSON	30413	2,534.55	958.30		
PR-CALVERT REC 9033 F/S	128135	4500 STOCKWELL	179	836.75	353.25		
PR-CALVERT REC 9033 F/S	128135	POP	31204	1,499.03	888.25		
PR-CARPENTRY MAIN 9002 FS	128096	240 S. 21ST STREET	30184	986.20	823.05		
PR-CENT DIST SHOP 9002 FS	129013	244 S 21ST STREET	591	767.91	831.45		
PR-EASTERDAY REC 9034 F/S	130077	6130 ADAMS STREET	307	3,691.20	3,051.00		
PR-EDEN POOL 9022 F/S	128084	20 OZ GAT	30376	328.60	945.76		
PR-EDEN POOL 9022 F/S	128084	20 OZ CSD	31056	1,127.20	429.90		
PR-EDEN POOL 9022 F/S	128084	200Z	31057	(34.00)			
PR-F STREET REC 9035 FS	113009	1225 F STREET	308	3,702.43	1,732.55		
PR-F STREET REC 9035 FS	113009	200Z AS/FW/AQ	32056	2,900.05	1,369.10		
PR-HIGHLANDS GOLF 9017 FS	117303	MAINTENANCE BLDG	30192	359.51	387.45		
PR-HIGHLANDS POOL 9448 FS	140021	ALL VENDING (4)	31044	2,314.96	2,525.31		
PR-HOLMES BALL 9043 F/S	128209	W SIDE MAINT SHED	30511	463.90	471.20		
PR-HOLMES GOLF MNT9014 FS	101549	MAINTENANCE SHOP	32244	235.50	271.15		
PR-INDOOR PLAY 9036 F/S	128185	1300 S 27TH STREET	30285	1,588.40	1,445.60		
PR-IRVING REC CTR 9037 FS	111032	2010 VAN DORN - 20 OZ	309	1,192.35	814.90		
PR-IRVING REC CTR 9037 FS	111032	POP	31369	4,506.44	1,194.05		
PR-IRVINGDALE PL 9265 FS	111157	20 OZ GAT	31061	1,344.65	952.65		
PR-IRVINGDALE PL 9265 FS	111157	20 OZ CSD	31062	62.50	868.30		
PR-MAHONEY BALL 9043 F/S	101073	200Z AS OUTSIDE	31666	1,291.24	937.90		
PR-MAHONEY GOLF 9016 F/S	107112	7900 ADAMS, LINCOLN, NE	30493	264.15	418.90		
PR-MOPAC TRAIL 9002 F/S	101292	RESTROOM FACILITY	32048	89.62	511.05		
PR-N EAST DIST SH 9002 FS	130245	5045 COLBY	30224	414.90	176.40		
PR-N WEST DIST SH 9002 FS	117046	3130 NO. 5TH	30190	462.15	537.01		
PR-OAK LAKE 9002 F/S	101728	PARKING AREA	65051	705.31	1,083.19		
PR-PIONEERS PARK 9013 F/S	113049	PIONEER PARK-GOLF	593	263.55	252.15		
PR-PIONEERS PARK 9013 F/S	113049	PIONEER PARK-MAINTENANCE	30489	336.20	313.00		
PR-PIONEERS PARK 9013 F/S	113049	200Z	30649	1,584.87	1,451.90		
PR-PIONEERS PARK 9013 F/S	113049	200Z AS/FW/AQ	32055	1,083.29	1,051.40		
PR-S. DIST SHOP 9002 F/S	126054	6400 NORMAL BLVD	30179	1,189.05	647.60		
PR-STAR CITY SHOR 9026 FS	110309	ALL VENDING (3)	30381	6,185.85	4,973.46		
PR-UNI PLACE POOL 9027 FS	101317	ALL VENDORS	32069	4,089.12	3,776.95		
				60,794.64	45,687.19		

City of Lincoln  
Full Service Vending Sales and Commissions  
For the Year Ended December 31, 2011 and 2010

Customer			Machine		2010		2011	
Name	Number		Number	Machine Description	Cash Collected		Cash Collected	
BENNETT MARTIN LIBRARY F/S	101607		32314	POP MACHINE	3,035.15		3,228.35	
BENNETT MARTIN LIBRARY F/S	101607		70753	COFFEE MACHINE	383.51		213.75	
BENNETT MARTIN LIBRARY F/S	101607		70754	SNACK MACHINE	2,456.05		2,286.66	
CAPITAL HUMANE SCTY. F/S	113195		30607	2320 PARK BLVD	2,538.57		2,464.70	
LIN WASTE WTR CONSTR F/S	103254		33312	CAN - BREAKROOM	344.10		1,835.15	
LIN WASTE WTR CONSTR F/S	103254		71198	SNACKS - BREAKROOM	837.55		2,571.00	
LIN WEST DST MAINT SHP F/S	103268		71199	901 BLDG/COMBO MACHINE	948.65		2,566.50	
LIN/LINCSTER CTY HLTH F/S	101684		32345	JUICE NEW CONF AREA BSMT	1,742.10		352.15	
LIN/LINCSTER CTY HLTH F/S	101684		32821	CONF V AREA-CTY HLTH DEPT	2,475.80		3,540.75	
LIN/LINCSTER CTY HLTH F/S	101684		32822	EMP BRKRM - CTY HLTH DEPT	1,995.46		1,795.06	
LIN/LINCSTER CTY HLTH F/S	101684		71007	EMP BRK RM-CTY HLTH DEPT	3,066.55		3,064.76	
LINC ASHLAND WATER F/S	103250		33308	BREAKROOM CAN	181.10		785.25	
LINC ASHLAND WATER F/S	103250		71194	SNACKS - BREAKROOM	582.00		1,169.45	
LINC NORTHEAST SHOP F/S	103252		33310	2ND FLOOR CAN - BREAKROOM	488.05		811.20	
LINC NORTHEAST SHOP F/S	103252		71197	2ND FLOOR SNACK - BREAKRO	89.70		447.01	
LINC S. STREET SHOP F/S	103251		33309	CAN - BY MAIN DOOR	605.81		1,723.35	
LINC S. STREET SHOP F/S	103251		71195	SNACK - COOLED BREAKROOM	341.90		1,671.91	
LINC WASTE WTR ADMIN F/S	103253		33311	CAN - BREAKROOM	78.75		236.25	
LINC WASTE WTR ADMIN F/S	103253		71196	SNACKS - BREAKROOM	230.60		646.30	
PR-ADMIN OFFICE 9001 F/S	101702		70764	ADMIN OFFICE SNACK	234.75		188.50	
PUBLIC WORKS MAINT F/S	102541		32870	BOTTLE	1,731.23		1,434.70	
PUBLIC WORKS MAINT F/S	102541		71024	SNACK	2,186.26		1,876.35	
STAR TRAN/PBLC WORKS F/S	102207		32763	MAINT BUILD CAN	3,768.31		2,709.75	
STAR TRAN/PBLC WORKS F/S	102207		32764	STAR TRAN BUSSIN BLD CAN	4,522.35		4,309.40	
STAR TRAN/PBLC WORKS F/S	102207		70975	STAR TRAN BUS BARN COFFEE	105.85		425.30	
STAR TRAN/PBLC WORKS F/S	102207		70976	MAINTENENC BLDG COFFEE	436.50		1,904.72	
STAR TRAN/PBLC WORKS F/S	102207		70977	MAINT BUILD SML SNK	2,224.20		3,203.05	
STAR TRAN/PBLC WORKS F/S	102207		70978	BUS BARN LG SNK	3,204.26		2,423.15	
PR-BELMONT POOL 9021 F/S	101708		70770	BELMONT POOL SNACK	3,287.61		254.05	
PR-AIR PARK REC 9030 F/S	103474		33401	BOTTLE	1,635.05		1,035.55	
PR-AIR PARK REC 9030 F/S	101696		70758	AIRPARK REC SNACK	2,858.55		2,869.75	
PR-ARNOLD HIGHT PL 9019 F/S	101710		70772	ARNOLD HEIGHTS POOL SNACK	1,583.68		1,129.06	
PR-AULD PAVILION 9002 F/S	101698		70760	AULD REC SNACK	4,016.65		3,435.36	
PR-BALLARD POOL 9020 F/S	400002		71108	INSIDE - SNACK				
PR-BELMONT REC C 9032 F/S	101701		33399	BOTTLE				

Customer		Machine		Machine Description		2010	2011
Name	Number	Number				Cash Collected	Cash Collected
PR-BELMONT REC C 9032 F/S	101701	33400		GLASS FRONT			1,126.10
PR-BELMONT REC C 9032 F/S	101701	70763		BELMONT REC SNACK		5,402.16	4,612.45
PR-CALVERT REC 9033 F/S	101700	33397		BOTTLE			794.25
PR-CALVERT REC 9033 F/S	101700	33398		GLASS FRONT			455.00
PR-CALVERT REC 9033 F/S	101700	70762		CALVERT REC SNACK		4,669.75	3,944.76
PR-CARPENTRY SHOP 9002 F/S	101704	70766		CARPENTRY SHOP SNACK		555.15	645.85
PR-CENTRAL SHOP 9002 F/S	101703	70765		CENTRAL SHOP SNACK		633.85	597.40
PR-EASTERDAY 9034 F/S	101697	33420		BOTTLE			315.00
PR-EASTERDAY 9034 F/S	101697	70759		EASTERDAY SNACK		2,189.36	3,114.55
PR-EDEN POOL 9022 F/S	101709	70771		EDEN POOL		3,770.15	3,801.05
PR-F ST REC CTR 9035 F/S	101695	70756		F ST REC CENTER SNACK		8,192.36	6,423.06
PR-F STREET REC 9035 FS	103475	33402		BOTTLE			981.75
PR-F STREET REC 9035 FS	103475	33403		GLASS FRONT			1,039.60
PR-INDOOR PLAY 9036 F/S	101694	32340		INDOOR PLAYGROUND MILK		2,221.55	1,911.85
PR-INDOOR PLAY 9036 F/S	101706	70768		INDOOR PLAYGROUND SNACK		2,985.05	2,860.55
PR-IRVING REC 9037 F/S	101699	33384		ROYAL GLASSFRONT - LOBBY			2,146.65
PR-IRVING REC 9037 F/S	101699	33386		BOTTLE			909.60
PR-IRVING REC 9037 F/S	101699	70761		IRVING REC CENTER SNACK		6,573.26	6,661.30
PR-IRVING REC 9037 F/S	101699	70840		INSIDE FROZEN		1,006.20	1,155.17
PR-IRVINGDALE PL 9023 F/S	101707	70769		IRVINGDALE POOL SNACK		4,195.75	4,483.26
PR-PIONEER MAINT 9013 F/S	101717	70779		PIONEER PARK MAINTANCE		891.40	653.80
PR-PIONEER MAINT 9013 F/S	101717	70779		PIONEER PARK MAINTANCE		891.40	653.80
ANDERSON BRANCH LIB F/S	102465	32833		POP MACHINE		1,293.90	1,301.80
GERE BRANCH LIBRARY F/S	102532	32867		POP MACHINE		4,283.11	4,613.65
GERE BRANCH LIBRARY F/S	102532	33160		POP MACHINE		4,144.55	4,107.20
GERE BRANCH LIBRARY F/S	102532	71132		SNACK MACHINE		3,832.00	4,383.81
LOREN C EISELEY LBRY F/S	101946	32586		INSIDE SODA		4,729.28	4,279.56
LOREN C EISELEY LBRY F/S	101946	32589		INSIDE AQ		4,115.66	3,078.15
LOREN C EISELEY LBRY F/S	101946	32866		COFFEE		783.85	867.55
LOREN C EISELEY LBRY F/S	101946	71134		INSIDE SNACK		6,416.51	6,926.27
WALT BRANCH LIBRARY F/S	102460	32831		POP			4,304.65
WALT BRANCH LIBRARY F/S	102460	32832		POP		4,130.72	4,304.65
WALT BRANCH LIBRARY F/S	102460	71133		SNACK		3,342.35	3,101.90
COMMUNITY CORRECTIONS F/S	103391	33365		BOTTLE		5,661.95	5,522.76
COMMUNITY CORRECTIONS F/S	103391	71230		SNACKS			2,260.80
LPD	101539	32228		POLICE FIRING RANGE 200Z		503.70	920.85
LPD	101539	32229		POLICE GARAGE CANS		1,331.70	457.60
CARRIAGE PARK GARAGE F/S	101568	32256		200Z BOTTLE		1,063.65	1,390.00
CENTER PARK GARAGE F/S	101569	32257		200Z BOTTLE		526.45	632.85
CORNHUSKER SQ GARAGE F/S	101570	32258		200Z BOTTLE		493.30	764.35
HAYMARKET PARK GARAGE F/S	101574	32262		200ZOTTLE		1,675.21	746.20
Q PLACE GARAGE F/S	101572	32260		200Z BOTTLE		1,577.05	1,771.82
UNIVERSITY SQ GARAGE F/S	101573	32261		200Z BOTTLE		2,764.65	1,104.75
LINCOLN POLICE DEPT F/S	102581	32880		pop		2,861.70	2,527.97
LINCOLN POLICE DEPT F/S	102581	71029		SNACK		719.15	2,490.40

154,644.48

166,789.68

## **ATTACHMENT C**

### **Snack Food Standards**

#### **Nutrition Standards**

At least 50 percent of foods served in vending machines should meet the following nutrition standards:

1. Have no more than 35 percent of its calories from total fat (not including nuts and seeds).
2. Have no more than 10 percent of its calories from saturated fat.
3. Have no more than 35 percent sugar by weight (not including fruits or vegetables or dried fruits; packaged fruit must be packed in 100% fruit juice or water).
4. Maximum of 350 calories per package.
5. At least one item meeting the snack criteria in each vending machine shall also meet the FDA definition of "Low Sodium" (less than or equal to 140mg/serving)
6. Chip products must include a baked and/or reduced fat selection.

#### **Recommended Nutrition Guidelines**

At least 50 percent of foods served in vending machines should meet the following nutrition standards:

1. Have no more than 360 milligrams (mg) of sodium per serving.
2. Contain at least 2 grams (g) of dietary fiber per serving.
3. Less than 1g of trans fat per serving.

### **Soft Drink and Beverage Standards**

#### **Nutrition Standards**

At least 50 percent of beverage vending machine offerings must include:

1. Beverages that contain 100% fruit or vegetable juice with no added sweeteners.
2. Water.
3. Flavored water (no more than 15 calories per 8 ounces/50 total calories per item unless flavored with fruit juice)
3. Nonfat or 1% low-fat soy or cow's milk, chocolate or other flavored milk.
4. Beverages that are low calorie (less than or equal to 25 cal/8oz) or no calorie, including diet sodas.

## ATTACHMENT D

City of Lincoln  
Retail Sales

	<u>2011</u>	<u>2010</u>
Densmore Park -		
20 Oz.	359	371
Jim Ager Golf Course -		
5 gallon BIB	15	17
20 Oz.	183	197
Star City Shores -		
3 gallon BIB	13	15
5 gallon BIB	21	22
20 Oz.	40	33
Cups	6	7
CO 2	2	2
Woods Pool -		
3 gallon BIB	2	5
5 gallon BIB	12	15
Cans	-	8
20 Oz.	12	-
Cups	3	4
CO 2	2	3

# ADDENDUM #1

Issue Date:07/24/12

## SPECIFICATION NO.12-183

FOR

### CITY OF LINCOLN SNACK AND BEVERAGE VENDING SERVICES

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

PLEASE NOTE: QUESTIONS ARE IN BLACK PRINT AND ANSWERS AND CLARIFICATIONS ARE IN RED PRINT.

1. The following usage information is from Ager Golf Course for the last 2 years:

Fountain Syrup is red. Soda is blue, water black & Gatorade is green.

Pepsi-Cola of Lincoln by Brand:

2011 2010

#### 0127470 JIM AGER JR. GOLF

BR#-- 010 PEPSI	3	3
BR#-- 011 DT PEPSI	4	5
BR#-- 014 MTN DEW	2	3
BR#-- 070 MUG RB	3	3
BR#-- 078 SIERRA MIST	1	1
BR#-- 134 TP LMNADE	2	2
Total 5 gallon bibs	15	17

BR#-- 010 PEPSI	7	0
BR#-- 011 DT PEPSI	11	0
BR#-- 014 MTN DEW	15	0
BR#-- 015 DT MTN DEW	5	0

BR#-- 201 GTD FR1 PCH	25	33
BR#-- 202 GTD FRO GRAPE	24	29
BR#-- 203 GTD ORANGE	11	24
BR#-- 205 GTD LMINLIME	18	21
BR#-- 207 GTD GL FRZ	34	45
BR#-- 264 G2 BE/POM	0	4
BR#-- 272 G2 GRAPE	0	2
BR#-- 340 AQUA FINA	<u>28</u>	<u>36</u>
<b>Total 20PT bottle bases</b>	<b>178</b>	<b>194</b>

BR#-- 529 SBLW STRWKIWI	1	0
BR#-- 535 SBLW BB GRAPE	1	1
BR#-- 547 SBLW YUM POM	2	1
BR#-- 552 SBLW STW DRAGON	<u>1</u>	<u>1</u>
<b>Total 20OZ bottle cases</b>	<b>5</b>	<b>3</b>

2. The RFP mentions fountain beverage equipment. Would you happen to know what the volume (number of bags or gallons) is the city purchased last year?

First year for fountain service at Densmore. 2012 volume as of 7/9/12 - 29 bibs of fountain syrup

For both pool sites combined, average 20-3 gallon bibs and 35-5 gallon bibs. With our current vendor, certain flavors come in 3 gal bibs and other flavors come in 5 gal bibs. So the size of bib is determined by the flavor.

3. Would you happen to know how many CO2 bottles the city purchased last year?

First year for fountain service at Densmore. 2012 volume as of 7/9/12 - 5 bottles of CO2

For pool sites an estimate is: 3 maybe into the 4th at Star City. They use the tall CO2 bottle at SCS.

For Woods, an estimate is also 3 into the 4th but they use a shorter bottle that fits under the counter.

4. Would you happen to know how many cases of cups and lids the city purchased last year?

First year for fountain service at Densmore.

2012 volume as of 7/9/12 - 7 Cases of Cups (4-24oz, 3-32 oz)

2012 volume as of 7/9/12 - 4 Cases of Lids (2-24oz, 2-32 oz)

For both pool sites combined: average 4 cases of 16 oz cups; 3 cases of 24 oz cups; 2 cases of 32 oz cups

5. I see that this RFP is for all the full service vending listed, Star City Shores, Densmore Park, Jim Ager and Woods Pool. Are there any other locations, for example ball field concessions, Sherman Field or pool concessions that are not listed that would serve bottled beverages or snacks? If so,

will those facilities need any cooler equipment and would you happen to know how many cases of product the city purchased last year.

20 oz bottles are sold at Lewis ball field concessions - 2011 volume 170 cases (24/case). Cooler provided by Pepsi. An additional cooler has been placed at Mahoney concession building for occasional use.

20 oz bottled Gatorade and water are also sold at Densmore. 2012 volume as of 7/9/12 - 216 Cases. Cooler provided by Pepsi.

6. I see that this RFP is for all the full service vending listed, Star City Shores, Densmore Park, Jim Ager and Woods Pool. Are there any other locations, for example ball field concessions, Sherman Field or pool concessions that are not listed that would serve bottled beverages or snacks? If so, will those facilities need any cooler equipment and would you happen to know how many cases of product the city purchased last year.

No additional full service concession vending locations are anticipated.

7. I see on attachment A, there are vending machines for city golf courses listed. Is the snack/concession area inside the club house part of this RFP as well or is that separate?

Vending machines at golf courses are in the maintenance facilities and are only available to staff.

8. On attachment A and B is there a way to tell if the machine serves cans or 20oz bottles? Some of the machine descriptions state the difference, but others just say "pop" or give a location.

Please see Attachment E for type of machines at the Parks locations.

9. On attachment A and B for "cash collected", is this the commission money received by the city from the current beverage provider or is this the total money collected from the machine?

The cash collected amount from the report is the amount of money collected from the machine. The commission paid to Parks & Rec. between the two totaled \$34,321.66 in 2010 and \$28,671.12 in 2011.

10. See Attachment D for additional usage information.

11. A snack machine is located in the Police Garage which was not listed on Attachment B. A machine will be located there during the new contract period. Customer # 101539, Machine # 70744.

12. The snack machine located at Pioneer Mntc has been removed from the service list. Cust. # 101717, Machine Number 70779.

**End of Addendum**



# **ADDENDUM #2**

**Issue Date:08/06/12**

## **SPECIFICATION NO.12-183**

**FOR**

### **CITY OF LINCOLN SNACK AND BEVERAGE VENDING SERVICES**

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. Attachment E has been removed from the bid. Attachment F is now attached and includes the information requested for all City locations with regards to commissions and types of machines at each location.
2. Item #5 of Addendum 1 addressed the number of bottled beverages purchased by the Parks Dept. for a one year period at Lewis and Densmore Park.  
(20 oz bottled Gatorade and water are also sold at Densmore. 2012 volume as of 7/9/12 - 216 Cases. 20 oz bottles are sold at Lewis ball field concessions - 2011 volume 170 cases (24/case).  
The City wishes to receive pricing on cases of 20oz. bottles of water, soda, Gatorade and ice tea (sweetened and unsweetened) as part of their proposal. Vendors shall provide a complete list of all their products in these categories and the price per case for each product. Ordering and delivery of these products will be made on an as-needed basis. Orders may also be placed for bottled beverages for events at Mahoney Park Ballfield Concessions. There is not a usage report for products used at Mahoney. Rec Centers or other City Departments may also purchase 20oz. Bottles on an as-needed basis for events throughout the contract period. There will be no commissions paid to the City on the purchase of bottles ordered for these locations.
3. Vendors will provide a double door cooler for bottled beverages at Densmore Park.  
Vendors will provide a single door cooler for bottled beverages at Lewis Park.  
Vendors will provide a single door cooler for bottled beverages at Mahoney Park.  
Vendor shall maintain the equipment provided at each of these locations and provide replacement equipment in the event the equipment fails. The City has no obligation for repairs or replacement of equipment provided.
4. The City Parks and Rec Department purchases an estimated 4,400, 6oz. - 8oz. 100 percent Juice Pack products for the Summer Day Camp program. The City is requesting Vendors to provide product information and pricing for cases of these products as part of their response.

5. Vendors must provide a transition timeline with their proposal for replacing all of the vending machines and providing other services as part of the written response. The current contract will be extended if necessary.
6. The RFP closing date has been extended to Friday August 17, 2012 at 12pm

**End of Addendum**

City of Lincoln Snack and Beverage Vending Services  
Specification NO. 12-183  
For the Year Ended December 31, 2011 and 2010

Customer Name	Customer Number	Machine Number	Machine Description	Machine Type	Commission Rate	Commission Paid To	2010		2011	
							Cash Collected	Commissions	Cash Collected	Commissions
CAPITAL HUMANE SCTY F/S	113195	30607	2320 PARK BLVD	Snack	0.0%	0	\$ 2,539	\$ -	\$ 2,465	\$ -
BENNETT MARTIN LIBRARY F/S	101607	32314	POP MACHINE	Bottles	0.0%	0	3,035	-	3,228	-
STAR TRAN/PBLC WORKS F/S	102207	32763	MAINT BUILD CAN	Bottles	0.0%	0	3,768	-	2,710	-
STAR TRAN/PBLC WORKS F/S	102207	32764	STAR TRAN BUSSIN BLD CAN	Bottles	0.0%	0	4,522	-	4,309	-
PUBLIC WORKS MAINT F/S	102541	32870	BOTTLE	Cans	0.0%	0	1,731	-	1,435	-
LINC ASHLAND WATER F/S	103250	33308	BREAKROOM CAN	Cans	0.0%	0	181	-	785	-
LINC S. STREET SHOP F/S	103251	33309	CAN - BY MAIN DOOR	Cans	0.0%	0	606	-	1,723	-
LINC NORTHEAST SHOP F/S	103252	33310	2ND FLOOR CAN - BREAKROOM	Cans	0.0%	0	488	-	811	-
LINC WASTE WTR CONSTR F/S	103253	33311	CAN - BREAKROOM	Cans	0.0%	0	79	-	236	-
LINC WASTE WTR CONSTR F/S	103254	33312	CAN - BREAKROOM	Cans	0.0%	0	344	-	1,835	-
BENNETT MARTIN LIBRARY F/S	101607	70753	COFFEE MACHINE	Coffee	0.0%	0	384	-	214	-
BENNETT MARTIN LIBRARY F/S	101607	70754	SNACK MACHINE	Snack	0.0%	0	2,456	-	2,287	-
PR-ADMIN OFFICE 9001 F/S	101702	70764	ADMIN OFFICE SNACK	Snack	0.0%	0	235	-	189	-
PR-CENTRAL SHOP 9002 F/S	101703	70765	CENTRAL SHOP SNACK	Snack	0.0%	53005	634	-	597	-
PR-CARPENTRY SHOP 9002 F/S	101704	70766	CARPENTRY SHOP SNACK	Snack	0.0%	53005	555	-	646	-
PR-PIONEER MAINT 9013 F/S	101717	70779	PIONEER PARK MAINTANCE	Snack	0.0%	Removed	-	-	-	-
STAR TRAN/PBLC WORKS F/S	102207	70875	STAR TRAN BUS BARN COFFEE	Coffee	0.0%	0	106	-	-	-
STAR TRAN/PBLC WORKS F/S	102207	70876	MAINTENENC BLDG COFFEE	Coffee	0.0%	0	437	-	425	-
STAR TRAN/PBLC WORKS F/S	102207	70877	MAINT BUILD SML SNK	Snack	0.0%	0	2,224	-	1,905	-
STAR TRAN/PBLC WORKS F/S	102207	70978	BUS BARN LG SNK	Snack	0.0%	0	3,204	-	3,203	-
PUBLIC WORKS MAINT F/S	102541	71024	SNACK	Snack	0.0%	0	2,186	-	1,169	-
LINC ASHLAND WATER F/S	103250	71194	SNACKS - BREAKROOM	Snack	0.0%	0	582	-	1,876	-
LINC S. STREET SHOP F/S	103251	71195	SNACK - COOLED BREAKROOM	Snack	0.0%	0	342	-	1,672	-
LINC WASTE WTR ADMIN F/S	103253	71196	SNACKS - BREAKROOM	Snack	0.0%	0	231	-	646	-
LINC NORTHEAST SHOP F/S	103252	71197	2ND FLOOR SNACK - BREAKRO	Snack	0.0%	0	90	-	447	-
LIN WASTE WTR CONSTR F/S	103254	71198	SNACKS - BREAKROOM	Snack	0.0%	0	838	-	2,571	-
LIN WEST DST MAINT SHP F/S	103268	71199	901 BLDG/COMBO MACHINE	Combo Can/Snack	0.0%	0	949	-	2,567	-
LINCOLN POLICE DEPT F/S	101539	32228	POLICE FIRING RANGE 2002	Bottles	17.5%	65001	504	82	458	74
LINCOLN POLICE DEPT F/S	101539	32229	POLICE GARAGE CANS	Cans	17.5%	65001	1,332	217	1,390	226
CARRIAGE PARK GARAGE F/S	101568	32256	2002 BOTTLE	Bottles	17.5%	65002	1,064	173	633	103
CENTER PARK GARAGE F/S	101569	32257	2002 BOTTLE	Bottles	17.5%	65002	526	86	764	124
CORNHUSKER SQ GARAGE F/S	101570	32258	2002 BOTTLE	Bottles	17.5%	65002	493	80	746	121
Q PLACE GARAGE F/S	101572	32260	2002 BOTTLE	Bottles	17.5%	65002	1,577	257	1,105	180
UNIVERSITY SQ GARAGE F/S	101573	32261	2002 BOTTLE	Bottles	17.5%	65002	2,765	450	2,528	411
HAWMARKET PARK GARAGE F/S	101574	32262	2002 BOTTLE	Bottles	17.5%	65002	1,675	273	1,772	288
PR-INDOOR PLAY 9036 F/S	101594	32340	INDOOR PLAYGROUND MILK	Bottles	17.5%	53005	2,722	362	1,912	311
LOREN C EISELEY LBRY F/S	101946	32586	INSIDE SODA	Bottles	17.5%	57004	4,729	770	4,280	696
LOREN C EISELEY LBRY F/S	101946	32589	INSIDE AQ	Bottles	17.5%	57004	4,116	670	3,078	501
WALT BRANCH LIBRARY F/S	102460	32831	POP	Bottles	17.5%	57004	4,131	672	4,305	701
WALT BRANCH LIBRARY F/S	102460	32832	POP	Bottles	17.5%	57004	3,342	544	3,102	505
ANDERSON BRANCH LIB F/S	102465	32833	POP MACHINE	Coffee	17.5%	57004	1,294	211	1,302	212
LOREN C EISELEY LBRY F/S	101946	32866	POP MACHINE	Bottles	17.5%	57004	784	128	868	141
GERE BRANCH LIBRARY F/S	102532	32867	POP MACHINE	Bottles	17.5%	57004	4,283	697	4,614	751
LINCOLN POLICE DEPT F/S	102581	32880	POP	Bottles	17.5%	91104	2,862	466	2,490	405
GERE BRANCH LIBRARY F/S	102532	33160	POP MACHINE	Bottles	17.5%	53005	4,145	675	4,107	668
PR-IRVING REC 9037 F/S	101699	33384	ROYAL GLASSFRONT - LOBBY	Bottles	17.5%	53005	-	-	2,147	349
PR-IRVING REC 9037 F/S	101699	33386	BOTTLE	Bottles	17.5%	53005	-	-	910	148

Attchment F

Customer Name	Customer Number	Machine Number	Machine Description	Machine Type	Commission Rate	Commission Paid To	2010		2011	
							Cash Collected	Commissions	Cash Collected	Commissions
PR-CALVERT REC 9033 F/S	101700	33397	BOTTLE	Bottles	17.5%	53005	-	-	794	129
PR-CALVERT REC 9033 F/S	101700	33398	GLASS FRONT	Bottles	17.5%	53005	-	-	455	74
PR-BELMONT REC C 9032 F/S	101701	33399	BOTTLE	Bottles	17.5%	53005	-	-	754	123
PR-BELMONT REC C 9032 F/S	101701	33400	GLASS FRONT	Bottles	17.5%	53005	-	-	1,126	183
PR-AIR PARK REC 9030 F/S	103474	33401	BOTTLE	Bottles	17.5%	53005	-	-	254	41
PR-F STREET REC 9035 FS	103475	33402	BOTTLE	Bottles	17.5%	53005	-	-	982	160
PR-F STREET REC 9035 FS	103475	33403	GLASS FRONT	Bottles	17.5%	53005	-	-	1,040	169
PR-EASTBRAY 9034 F/S	101697	33420	BOTTLE	Bottles	17.5%	53005	-	-	315	51
LINCOLN POLICE DEPT F/S	101539	70744	POLICE GARAGE SNACK	Snack	17.5%	65001	1,303	212	1,316	214
PR-ST REC CTR 9035 F/S	101695	70756	F ST REC CENTER SNACK	Snack	17.5%	53005	8,192	1,333	6,423	1,045
PR-AIRPARK REC 9030 F/S	101696	70758	AIRPARK REC SNACK	Snack	17.5%	53005	1,635	266	1,036	169
PR-EASTBRAY 9034 F/S	101697	70759	EASTBRAY SNACK	Snack	17.5%	53005	2,189	356	3,115	507
PR-AULD PAVILION 9002 F/S	101698	70760	AULD REC SNACK	Snack	17.5%	53005	1,584	258	1,129	184
PR-IRVING REC 9037 F/S	101699	70761	IRVING REC CENTER SNACK	Snack	17.5%	53005	6,573	1,070	6,661	1,084
PR-CALVERT REC 9033 F/S	101700	70762	CALVERT REC SNACK	Snack	17.5%	53005	4,670	760	3,945	642
PR-BELMONT REC C 9032 F/S	101701	70763	BELMONT REC SNACK	Snack	17.5%	53005	5,402	879	4,612	751
PR-INDOOR PLAY 9036 F/S	101706	70768	INDOOR PLAYGROUND SNACK	Snack	17.5%	53005	2,985	486	2,861	466
PR-IRVINGDALE PL 9023 F/S	101707	70769	IRVINGDALE POOL SNACK	Snack	17.5%	53005	4,196	683	4,483	730
PR-BELMONT POOL 9021 F/S	101708	70770	BELMONT POOL SNACK	Snack	17.5%	53005	3,288	535	2,423	394
PR-EDEN POOL 9022 F/S	101709	70771	EDEN POOL	Snack	17.5%	53005	3,770	614	3,801	619
PR-ARNOLD HIGHT PL 9019 FS	101710	70772	ARNOLD HEIGHTS POOL SNACK	Snack	17.5%	53005	2,859	465	2,870	467
PR-IRVING REC 9037 F/S	101699	70840	INSIDE FROZEN	Frozen	17.5%	53005	1,006	164	1,155	188
LINCOLN POLICE DEPT F/S	102581	71029	INSIDE - SNACK	Snack	17.5%	91104	719	117	586	95
PR-BALLARD POOL 9020 F/S	400002	71108	INSIDE - SNACK	Snack	17.5%	53005	4,017	654	3,435	559
GENE BRANCH LIBRARY F/S	102532	71132	SNACK MACHINE	Snack	17.5%	57004	3,832	624	4,384	714
WALL T BRANCH LIBRARY F/S	102460	71133	SNACK	Snack	17.5%	57004	5,662	921	5,523	899
LOREN C EISELEY LERY F/S	101946	71134	INSIDE SNACK	Bottles	17.5%	57004	6,417	1,044	6,926	1,127
PR-CALVERT REC 9033 F/S	128135	179	4500 STOCKWELL	Bottles	45.0%	53005	837	350	353	148
PR-AULD PAVILION 9002 F/S	129089	306	3140 SUMNER STREET	Combo Can/Bottle	45.0%	53005	1,587	664	1,972	825
PR-EASTBRAY REC 9034 F/S	130077	307	6130 ADAMS STREET	Bottles	45.0%	53005	3,691	1,545	3,051	1,277
PR-F STREET REC 9035 FS	113009	308	1225 'F' STREET	Cans	45.0%	53005	3,702	1,549	1,733	725
PR-IRVING REC CTR 9037 FS	111041	309	2010 VAN DORN - 20 OZ	Bottles	45.0%	53005	1,192	499	815	341
PR-AIR PARK WEST 9030 F/S	110032	310	3720 N.W. 46TH STREET	Combo Can/Bottle	45.0%	53005	1,132	474	468	196
PR-ARNOLD HIGHT P 9019 FS	110171	340	5 WALL. POOL HS BY SNK VEN	Bottles	45.0%	53005	1,065	446	1,229	514
PR-CENT DIST SHOP 9002 FS	129013	591	244 S 21ST STREET	Bottles	45.0%	53005	768	321	831	348
PR-PIONEERS PARK 9013 F/S	113049	593	PIONEER PARK-GOLF	Cans	45.0%	53005	264	110	252	106
PR-BELMONT REC 9032 F/S	117304	595	1234 JUDSON	Bottles	45.0%	53005	1,843	771	1,001	419
PR-S. DIST SHOP 9002 F/S	126054	30179	6400 NORMAL BLVD	Cans	45.0%	53005	1,189	498	648	271
PR-CARPENTRY MAIN 9002 FS	128096	30184	240 S. 21ST STREET	Bottles	45.0%	53005	986	413	823	344
PR-ADMIN OFFICE 9001 F/S	129124	30187	2740 A STREET	Cans	45.0%	53005	321	134	266	111
PR-N. WEST DIST SH 9002 FS	117046	30190	3130 NO. 5TH	Cans	45.0%	53005	462	193	537	225
PR-HIGHLANDS GOLF 9017 FS	117303	30192	MAINTENANCE BLDG	Bottles	45.0%	53005	360	150	387	162
PR-N. EAST DIST SH 9002 FS	130245	30224	5045 COLBY	Bottles	45.0%	53005	415	174	1,446	605
PR-INDOOR PLAY 9036 F/S	128185	30285	1300 S 27TH STREET	Bottles	45.0%	53005	1,588	665	1,446	605
PR-EDEN POOL. 9022 F/S	128084	30376	20 OZ GAT	Bottles	45.0%	53005	329	138	946	396
PR-STAR CITY SHOR 9026 FS	110309	30381	ALL VENDING (3)	Bottles	45.0%	53005	6,186	2,589	4,973	2,089
PR-AIR PARK WEST 9030 F/S	110041	30412	3720 NW 46TH STREET	Bottles	45.0%	53005	848	355	389	163
PR-BELMONT REC 9032 F/S	117304	30413	1234 JUDSON	Combo Can/Bottle	45.0%	53005	2,535	1,061	958	401
PR-PIONEERS PARK 9013 F/S	113049	30489	PIONEER PARK-MAINTENANCE	Cans	45.0%	53005	336	141	313	131
PR-MAHONEY GOLF 9016 F/S	107112	30493	7900 ADAMS, LINCOLN, NE	Cans	45.0%	53005	264	111	419	175
PR-HOLMES BALL 9043 F/S	128209	30511	W SIDE MAINT SHED	Bottles	45.0%	53005	464	194	471	197
PR-PIONEERS PARK 9013 F/S	113049	30649	200Z	Bottles	45.0%	53005	1,585	663	1,452	608

Customer Name	Customer Number	Machine Number	Machine Description	Machine Type	Commission Rate	Commission Paid To	2010		2011	
							Cash Collected	Commissions	Cash Collected	Commissions
PR-HIGHLANDS POOL 9448 F/S	140021	31044	ALL VENDING (4)	Bottles	45.0%	53005	2,315	969	2,525	1,057
PR-BELMONT POOL 9021 F/S	117166	31054	2002 AS	Bottles	45.0%	53005	1,220	511	835	350
PR-EDEN POOL 9022 F/S	128084	31056	20 OZ CSD	Bottles	45.0%	53005	1,127	472	430	180
PR-EDEN POOL 9022 F/S	128084	31057	2002	Bottles	45.0%	53005	(34)	(19)	-	-
PR-IRVINGDALE PL 9265 F/S	111157	31061	20 OZ GAT	Bottles	45.0%	53005	1,345	563	953	399
PR-IRVINGDALE PL 9265 F/S	111157	31062	20 OZ CSD	Bottles	45.0%	53005	63	26	868	363
PR-CALVERT REC 9033 F/S	128135	31204	POP	Combo Can/Bottle	45.0%	53005	1,499	627	888	372
PR-IRVING REC CTR 9037 F/S	111032	31369	POP	Bottles	45.0%	53005	4,506	1,886	1,194	500
PR-MAHONEY BALL 9043 F/S	101073	31666	2002 AS OUTSIDE	Bottles	45.0%	53005	1,291	540	938	393
PR-ANTELOPE PARK 9002 F/S	101293	32047	EAST SIDE OF PLAYGROUND	Bottles	45.0%	53005	1,554	650	-	-
PR-MOPAC TRAIL 9002 F/S	101292	32048	RESTROOM FACILITY	Bottles	45.0%	53005	90	38	511	214
PR-PIONEERS PARK 9013 F/S	113009	32055	2002 AS/FW/AQ	Bottles	45.0%	53005	1,083	453	1,051	440
PR-F STREET REC 9035 F/S	101549	32056	2002 AS/FW/AQ	Bottles	45.0%	53005	2,900	1,214	1,369	573
PR-UNI PLACE POOL 9027 F/S	101317	32069	ALL VENDORS	Bottles	45.0%	53005	4,089	1,711	3,777	1,581
PR-HOLMES GOLF MNT9014 F/S	101549	32244	MAINTENANCE SHOP	Cans	45.0%	53005	236	99	271	113
PR-ANTELOPE PARK 9002 F/S	101293	32805	GT PLAYGROUND	Bottles	45.0%	53005	1,556	651	2,008	840
PR-BALLARD POOL 9020 F/S	102875	33098	OUTSIDE - 20 OZ	Bottles	45.0%	53005	1,302	545	1,074	450
PR-OAK LAKE 9002 F/S	101728	65051	PARKING AREA	Bottles	45.0%	53005	705	295	1,083	453
							\$ 205,679	\$ 43,689	\$ 200,551	\$ 37,830

# INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS

## 1. GENERAL PROVISIONS

- A. **Indemnification.** The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- B. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to Protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- C. **Occurrence Basis Coverage.** All insurance shall be provided on an **occurrence basis** and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.
- D. **Authorized and Rated Insurers Required.** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.
- E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.
- F. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

## 2. INSURANCE REQUIREMENTS

- A. **Scope of Required Coverage.** The Contractor shall take out and maintain during the life of Contract such insurance in the forms and minimum amounts as specified in this Article and as will protect Contractor and City from the following claims arising out of or resulting from or in connection

with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit, or other employee benefit acts;
- (2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
- (3) Claims customarily covered under personal injury liability coverage;
- (4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (5) Claims arising out of ownership, maintenance or use of any motor vehicle;
- (6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

- B. **Worker's Compensation Insurance and Employer's Liability Insurance.** The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees.

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
<b>Worker's Comp.</b>			
	State	Statutory	
	Applicable Federal	Statutory	
<b>Employer's Liability</b>			
	Bodily Injury by accident	\$500,000	each accident
	Bodily Injury by disease	\$500,000	each employee
	Bodily Injury	\$500,000	policy limit

C. **Commercial General Liability Insurance.**

- (1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below. Any other exclusions that operate to contradict or materially alter the standard exclusions shall be specifically listed on the certificate of insurance and shall be subject to the prior written approval of the City Attorney.

Coverage	Min Amt	Notes
General	\$2,000,000	Aggregate
Products and Completed Operations	\$2,000,000	Aggregate
Personal and Advertising Injury	\$1,000,000	
Each Occurrence	\$1,000,000	
Fire Damage Limit	\$ 100,000	any one fire
Medical Damage Limit	\$ 10,000	any one person

(2) The required Commercial General Liability Insurance shall also include the following:

- Coverage for all premises and operations
- Endorsement to provide the general aggregate per project endorsement
- Personal and advertising injury included
- Operations by independent contractors included
- Contractual liability coverage included
- X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
- Any fellow employee exclusions shall be deleted
- Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
- Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
- Contractual Liability coverage shall include contractually assumed defense costs in addition to any policy limits.

(3) If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).

(4) City may at its sole option, and in lieu of being additional insured on the Contractor's policy, by written requirement in the Special Provisions or by written change order, require Contractor to provide a separate Owner's Protective liability policy. The premium cost to obtain such insurance shall be as paid as provided in the Special Provision or change order, with any related cost savings as reasonably determined by the City being reimbursed or paid to the City.

**D. Vehicle liability insurance coverage.**

- The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.
- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

**E. Railroad Protective Liability.** If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with



minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

- F. **Umbrella or Excess Insurance.** The Contractor shall provide Umbrella or Excess insurance coverage with minimum coverage limits of \$3,000,000 each occurrence and aggregate.
- G. **City included as Insured on Contractor's Policy – Endorsements required.**  
The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City is included as an additional insured along with the Contractor with respect to all of the coverages required in this "Section 2A Insurance Requirements," except for applicable Worker's Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The documentation or endorsement shall specifically include the city as an additional insured for purposes of Products and Completed Operations. The inclusion of the City as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City.

### 3. **CONTRACTOR'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE**

- A. To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:
- (1) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs arising out of or related to the Contract or the Contractor's activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable, law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs:
    - is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and
    - is caused in whole or in part by any act or omission of the Contractor, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.
  - (2) Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.
- B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.

C. The obligations of indemnification herein shall not include or extend to:

- (1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and
- (2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.

D. In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.

#### **4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.**

- A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.
- B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against the City.

#### **5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.**

- A. The Contractor shall promptly notify the City in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to the City shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.
- B. In the event the City receives a claim or otherwise has actual knowledge of an any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, the City shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however the City shall have no duty to inspect the project to obtain such knowledge, and provided further that the City's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

#### **6. PROPERTY INSURANCE/ BUILDER'S RISK.**

- A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until the City completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of the City, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be \$5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.

- B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for City's related costs and expenses (as owner) including labor required as a result of such loss.
- C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.
- D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by the City.

**INSTRUCTIONS TO PROPOSERS**  
**CITY OF LINCOLN, NEBRASKA**  
**PURCHASING DIVISION**

**1. PROPOSAL PROCEDURE**

- 1.1 All responses to electronic RFP's will be completed as outlined in this document and the specifications using a two step process.
  - A) Proposers shall respond electronically to all attributes and addendums as required.
  - B) All written responses and information shall be mailed or delivered to the office of the Purchasing Division as outlined in the specifications.
- 1.2 Proposer shall submit complete sets of the RFP documents and all supporting material as indicated in the specifications. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the proposer's letterhead and firmly attached to the response/offer document.
- 1.3 Proposed prices shall be submitted on company letterhead with the proposal if the specifications indicate that price will be evaluated as part of the award criteria.
- 1.4 Failure to complete the electronic and written portions of the RFP may cause the proposal to be rejected.
- 1.5 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.6 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Proposals received after the time and date established for receiving offers will be rejected.

**2. EQUAL OPPORTUNITY**

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

**3. DATA PRIVACY**

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.
- 3.3 Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information.
  1. If applicable to the work requested a sample "Business Associate Contract" will be included, which will be part of the contract and incorporated by this reference.

**4. PROPOSER'S REPRESENTATION**

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the proposal documents, and the offer has been made in accordance therewith.
- 4.2 Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements

**5. INDEPENDENT PRICE DETERMINATION**

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

**6. SPECIFICATION CLARIFICATION**

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by electronic addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner than written form, will not be binding on the City; proposers shall not rely upon oral interpretations.

## **7. ADDENDA**

- 7.1 Addenda are instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Changes made to the specification documents will be made by electronic addenda to all bidders via e-mail notice.
- 7.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.4 Proposers shall verify addendum receipt electronically prior to bid closing or RFP may be rejected.

## **8. ANTI-LOBBYING PROVISION**

- 8.1 During the period between the advertised date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

## **9. SITE VISITATION**

- 9.1 Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance.
- 9.2 The proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

## **10. EVALUATION AND AWARD**

- 10.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time/ date established for receiving offers, and each proposer agrees in submitting an offer.
- 10.3 **Fee envelopes MAY be opened** and evaluated as part of the criteria for ranking interested proposers.
- 10.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 10.5 A committee will be assigned the task of reviewing the proposals received.
  - 1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
  - 2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 10.6 The RFP will be awarded to the most responsible proposer whose proposal will be most advantageous to the City, and deemed to best serve City requirements.
- 10.7 The City reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the City.

## **11. TERMINATION/ASSIGNMENT**

- 11.1 The City may terminate the Contract if the Contractor:
  - 1. Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide/ complete the work as requested.
  - 2. Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
  - 3. Otherwise commits a substantial breach of any provision of the Contract Document.
- 11.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than a thirty (30) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
  - 1. Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the City shall pay Contractor in accordance with this section.
  - 2. Upon such termination, the obligations of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- 11.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the City may cancel this contract or affirm the contract and hold the Contractor responsible for damages.
- 11.4 The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the City.

## **12. INDEMNIFICATION**

- 12.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract, including the loss of use resulting therefrom; is caused in whole or in part by any one of them or anyone for whose acts made by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 12.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

### **13. TERMS OF PAYMENT**

- 13.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

### **14. LAWS**

- 14.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

### **15. LIVING WAGE**

- 15.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

### **16. AFFIRMATIVE ACTION**

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

### **17. TAXES AND TAX EXEMPT CERTIFICATE**

- 17.1 The City is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.
- 17.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

### **18. CITY AUDIT ADVISORY BOARD**

- 18.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/purchase order, as allowed by law.

### **19. E-VERIFY**

- 19.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to [www.uscis.gov/everify](http://www.uscis.gov/everify).

**Advertise 1 time  
Wednesday, June 27, 2012**

**City of Lincoln  
REQUEST FOR PROPOSERS**

The City of Lincoln, Nebraska intends to contract for and invites you to submit a sealed proposal for professional engineering services related to the project listed and described below:

**CITY OF LINCOLN BEVERAGE AND SNACK FOOD VENDING  
RFP Bid No. 12-183**

Sealed proposals will be received by City of Lincoln, Nebraska on or before 12:00 Noon, Wednesday, July 18, 2012 in the office of the Purchasing Agent, Suite 200, "K" Street Complex, 440 South 8th Street, Lincoln, Nebraska 68508. Only the names of respondents will be listed on the City's website.

Proposal specifications are available on our electronic bidding system. Prospective submitters must be registered on the County/City's E-Bid site in order to receive electronic notices of bids or addendums.

To register go to: [lincoln.ne.gov](http://lincoln.ne.gov) (type: "e-bid" - into search box, then click "supplier registration")

Questions concerning this process may be directed to City/County Purchasing at (402) 441-7410 or [vmejer@lincoln.ne.gov](mailto:vmejer@lincoln.ne.gov).

City of Lincoln Snack and Beverage Vending Services  
Specification NO. 12-183  
For the Contract period beginning 10/1/2012



Customer Name	Customer		Machine		Machine Description	Machine Type	Commission Rate	Commission Paid To
	Number	Number	Number	Number				
CAPITAL HUMANE SCTY F/S	113195	30607			2320 PARK BLVD	Snack	15.0%	City
BENNETT MARTIN LIBRARY FS	101607	32314			POP MACHINE	Bottles	30.0%	City
STAR TRAN/PBLC WORKS F/S	102207	32763			MAINT BULD CAN	Bottles	30.0%	City
STAR TRAN/PBLC WORKS F/S	102207	32764			STAR TRAN BUSSIN BLD CAN	Bottles	30.0%	City
PUBLIC WORKS MAINT F/S	102541	32870			BOTTLE	Cans	30.0%	City
LINC ASHLAND WATER F/S	103250	33308			BREAKROOM CAN	Cans	30.0%	City
LINC S. STREET SHOP F/S	103251	33309			CAN - BY MAIN DOOR	Cans	30.0%	City
LINC NORTHEAST SHOP F/S	103252	33310			2ND FLOOR CAN - BREAKROOM	Cans	30.0%	City
LINC WASTE WTR ADMIN F/S	103253	33311			CAN - BREAKROOM	Cans	30.0%	City
LIN WASTE WTR CONSTR F/S	103254	33312			CAN - BREAKROOM	Cans	30.0%	City
BENNETT MARTIN LIBRARY FS	101607	70753			COFFEE MACHINE	Coffee	15.0%	City
BENNETT MARTIN LIBRARY FS	101607	70754			SNACK MACHINE	Snack	15.0%	City
PR-ADMIN OFFICE 9001 F/S	101702	70764			ADMIN OFFICE SNACK	Snack	15.0%	City
PR-CENTRAL SHOP 9002 F/S	101703	70765			CENTRAL SHOP SNACK	Snack	15.0%	City
PR-CARPENTRY SHOP 9002 FS	101704	70766			CARPENTRY SHOP SNACK	Snack	15.0%	City
PR-PIONEER MAINT 9013 F/S	101717	70779			PIONEER PARK MAINTANCE	Snack	15.0%	City
STAR TRAN/PBLC WORKS F/S	102207	70975			STAR TRAN BUS BARN COFFEE	Coffee	15.0%	City
STAR TRAN/PBLC WORKS F/S	102207	70976			MAINTENENC BLDG COFFEE	Coffee	15.0%	City
STAR TRAN/PBLC WORKS F/S	102207	70977			MAINT BULD SML SNK	Snack	15.0%	City
STAR TRAN/PBLC WORKS F/S	102207	70978			BUS BARN LG SNK	Snack	15.0%	City
PUBLIC WORKS MAINT F/S	102541	71024			SNACK	Snack	15.0%	City
LINC ASHLAND WATER F/S	103250	71194			SNACKS - BREAKROOM	Snack	15.0%	City
LINC S. STREET SHOP F/S	103251	71195			SNACK - COOLED BREAKROOM	Snack	15.0%	City
LINC WASTE WTR ADMIN F/S	103253	71196			SNACKS - BREAKROOM	Snack	15.0%	City
LINC NORTHEAST SHOP F/S	103252	71197			2ND FLOOR SNACK - BREAKRO	Snack	15.0%	City
LIN WASTE WTR CONSTR F/S	103254	71198			SNACKS - BREAKROOM	Snack	15.0%	City
LIN WEST DST MAINT SHP FS	103268	71199			901 BLDG/COMBO MACHINE	Combo Can/Snack	15.0%	City
LINCOLN POLICE DEPT F/S	101539	32228			POLICE FIRING RANGE 200Z	Bottles	30.0%	City
LINCOLN POLICE DEPT F/S	101539	32229			POLICE GARAGE CANS	Cans	30.0%	City



Customer Name	Customer		Machine		Machine Description	Machine Type	Commission	
	Number		Number				Commission Rate	Paid To
CARRIAGE PARK GARAGE F/S	101568		32256		200Z BOTTLE	Bottles	30.0%	City
CENTER PARK GARAGE F/S	101569		32257		200Z BOTTLE	Bottles	30.0%	City
CORNHUSKER SQ GARAGE F/S	101570		32258		200Z BOTTLE	Bottles	30.0%	City
Q PLACE GARAGE F/S	101572		32260		200Z BOTTLE	Bottles	30.0%	City
UNIVERSITY SQ GARAGE F/S	101573		32261		200Z BOTTLE	Bottles	30.0%	City
HAYMARKET PARK GARAGE F/S	101574		32262		200ZOTTLE	Bottles	30.0%	City
PR-INDOOR PLAY 9036 F/S	101694		32340		INDOOR PLAYGROUND MILK	Bottles	30.0%	City
LOREN C EISELEY LBRY F/S	101946		32586		INSIDE SODA	Bottles	30.0%	City
LOREN C EISELEY LBRY F/S	101946		32589		INSIDE AQ	Bottles	30.0%	City
WALT BRANCH LIBRARY F/S	102460		32831		POP	Bottles	30.0%	City
WALT BRANCH LIBRARY F/S	102460		32832		POP	Bottles	30.0%	City
ANDERSON BRANCH LIB F/S	102465		32833		POP MACHINE	Bottles	30.0%	City
LOREN C EISELEY LBRY F/S	101946		32866		COFFEE	Coffee	15.0%	City
GERE BRANCH LIBRARY F/S	102532		32867		POP MACHINE	Bottles	30.0%	City
LINCOLN POLICE DEPT F/S	102581		32880		pop	Bottles	30.0%	City
GERE BRANCH LIBRARY F/S	102532		33160		POP MACHINE	Bottles	30.0%	City
PR-IRVING REC 9037 F/S	101699		33384		ROYAL GLASSFRONT - LOBBY	Bottles	30.0%	City
PR-IRVING REC 9037 F/S	101699		33386		BOTTLE	Bottles	30.0%	City
PR-CALVERT REC 9033 F/S	101700		33397		BOTTLE	Bottles	30.0%	City
PR-CALVERT REC 9033 F/S	101700		33398		GLASS FRONT	Bottles	30.0%	City
PR-BELMONT REC C 9032 F/S	101701		33399		BOTTLE	Bottles	30.0%	City
PR-BELMONT REC C 9032 F/S	101701		33400		GLASS FRONT	Bottles	30.0%	City
PR-AIR PARK REC 9030 F/S	103474		33401		BOTTLE	Bottles	30.0%	City
PR-F' STREET REC 9035 FS	103475		33402		BOTTLE	Bottles	30.0%	City
PR-F' STREET REC 9035 FS	103475		33403		GLASS FRONT	Bottles	30.0%	City
PR-EASTERDAY 9034 F/S	101697		33420		BOTTLE	Bottles	30.0%	City
LINCOLN POLICE DEPT F/S	101539		70744		POLICE GARAGE SNACK	Snack	15.0%	City
PR-F ST REC CTR 9035 F/S	101695		70756		F ST REC CENTER SNACK	Snack	15.0%	City
PR-AIRPARK REC 9030 F/S	101696		70758		AIRPARK REC SNACK	Snack	15.0%	City
PR-EASTERDAY 9034 F/S	101697		70759		EASTERDAY SNACK	Snack	15.0%	City
PR-AULD PAVILION 9002 F/S	101698		70760		AULD REC SNACK	Snack	15.0%	City
PR-IRVING REC 9037 F/S	101699		70761		IRVING REC CENTER SNACK	Snack	15.0%	City
PR-CALVERT REC 9033 F/S	101700		70762		CALVERT REC SNACK	Snack	15.0%	City
PR-BELMONT REC C 9032 F/S	101701		70763		BELMONT REC SNACK	Snack	15.0%	City

Customer Name	Customer		Machine		Machine Description	Machine Type	Commission Rate	Commission Paid To
	Number		Number					
PR-INDOOR PLAY 9036 F/S	101706		70768		INDOOR PLAYGROUND SNACK	Snack	15.0%	City
PR-IRVINGDALE PL 9023 F/S	101707		70769		IRVINGDALE POOL SNACK	Snack	15.0%	City
PR-BELMONT POOL 9021 F/S	101708		70770		BELMONT POOL SNACK	Snack	15.0%	City
PR-EDEN POOL 9022 F/S	101709		70771		EDEN POOL	Snack	15.0%	City
PR-ARNOLD HGT PL 9019 FS	101710		70772		ARNOLD HEIGHTS POOL SNACK	Snack	15.0%	City
PR-IRVING REC 9037 F/S	101699		70840		INSIDE FROZEN	Frozen	15.0%	City
LINCOLN POLICE DEPT F/S	102581		71029		SNACK	Snack	15.0%	City
PR-BALLARD POOL 9020 F/S	400002		71108		INSIDE - SNACK	Snack	15.0%	City
GERE BRANCH LIBRARY F/S	102532		71132		SNACK MACHINE	Snack	15.0%	City
WALT BRANCH LIBRARY F/S	102460		71133		SNACK	Snack	15.0%	City
LOREN C EISELEY LBRY F/S	101946		71134		INSIDE SNACK	Snack	15.0%	City
PR-CALVERT REC 9033 F/S	128135		179		4500 STOCKWELL	Bottles	30.0%	City
PR-AULD PAVILION 9002 F/S	129089		306		3140 SUMNER STREET	Combo Can/Bottle	30.0%	City
PR-EASTERDAY REC 9034 F/S	130077		307		6130 ADAMS STREET	Bottles	30.0%	City
PR-FI STREET REC 9035 FS	113009		308		1225 'F' STREET	Cans	30.0%	City
PR-IRVING REC CTR 9037 FS	111032		309		2010 VAN DORN - 20 OZ	Bottles	30.0%	City
PR-AIR PARK WEST 9030 F/S	110041		310		3720 N.W. 46TH STREET	Combo Can/Bottle	30.0%	City
PR-ARNOLD HGT P 9019 FS	110171		340		S WALL POOL HS BY SNK VEN	Bottles	30.0%	City
PR-CENT DIST SHOP 9002 FS	129013		591		244 S 21ST STREET	Bottles	30.0%	City
PR-PIONEERS PARK 9013 F/S	113049		593		PIONEER PARK-GOLF	Cans	30.0%	City
PR-BELMONT REC 9032 F/S	117304		595		1234 JUDSON	Bottles	30.0%	City
PR-S. DIST SHOP 9002 F/S	126054		30179		6400 NORMAL BLVD	Cans	30.0%	City
PR-CARPENTRY MAIN 9002 FS	128096		30184		240 S. 21ST STREET	Bottles	30.0%	City
PR-ADMIN OFFICE 9001 F/S	129124		30187		2740 A STREET	Cans	30.0%	City
PR-N.WEST DIST SH 9002 FS	117046		30190		3130 NO. 5TH	cans	30.0%	City
PR-HIGHLANDS GOLF 9017 FS	117303		30192		MAINTENANCE BLDG	Cans	30.0%	City
PR-N.EAST DIST SH 9002 FS	130245		30224		5045 COLBY	Bottles	30.0%	City
PR-INDOOR PLAY 9036 F/S	128185		30285		1300 S 27TH STREET	Bottles	30.0%	City
PR-EDEN POOL 9022 F/S	128084		30376		20 OZ GAT	Bottles	30.0%	City
PR-STAR CITY SHOR 9026 FS	110309		30381		ALL VENDING (3)	Bottles	30.0%	City
PR-AIR PARK WEST 9030 F/S	110041		30412		3720 NW 46TH STREET	Bottles	30.0%	City
PR-BELMONT REC 9032 F/S	117304		30413		1234 JUDSON	Combo Can/Bottle	30.0%	City
PR-PIONEERS PARK 9013 F/S	113049		30489		PIONEER PARK-MAINTENANCE	Cans	30.0%	City
PR-MAHONEY GOLF 9016 F/S	107112		30493		7900 ADAMS, LINCOLN, NE	Cans	30.0%	City

Customer Name	Customer		Machine Description	Machine Type	Commission Rate	Commission Paid To
	Number	Machine Number				
PR-HOLMES BALL 9043 F/S	128209	30511	W SIDE MAINT SHED	Bottles	30.0%	City
PR-PIONEERS PARK 9013 F/S	113049	30649	200Z	Bottles	30.0%	City
PR-HIGHLANDS POOL 9448 FS	140021	31044	ALL VENDING (4)	Bottles	30.0%	City
PR-BELMONT POOL 9021 F/S	117166	31054	200Z-AS	Bottles	30.0%	City
PR-EDEN POOL 9022 F/S	128084	31056	20 OZ CSD	Bottles	30.0%	City
PR-EDEN POOL 9022 F/S	128084	31057	200Z	Bottles	30.0%	City
PR-IRVINGDALE PL 9265 FS	111157	31061	20 OZ GAT	Bottles	30.0%	City
PR-IRVINGDALE PL 9265 FS	111157	31062	20 OZ CSD	Bottles	30.0%	City
PR-CALVERT REC 9033 F/S	128135	31204	POP	Bottles	30.0%	City
PR-IRVING REC CTR 9037 FS	111032	31369	POP	Combo Can/Bottle	30.0%	City
PR-MAHONEY BALL 9043 F/S	101073	31666	200Z AS OUTSIDE	Bottles	30.0%	City
PR-ANTELOPE PARK 9002 F/S	101293	32047	EAST SIDE OF PLAYGROUND	Bottles	30.0%	City
PR-MOPAC TRAIL 9002 F/S	101292	32048	RESTROOM FACILITY	Bottles	30.0%	City
PR-PIONEERS PARK 9013 F/S	113049	32055	200Z AS/FW/AQ	Bottles	30.0%	City
PR-F' STREET REC 9035 FS	113009	32056	200Z AS/FW/AQ	Bottles	30.0%	City
PR-UNI PLACE POOL 9027 FS	101317	32069	ALL VENDORS	Bottles	30.0%	City
PR-HOLMES GOLF MNT9014 FS	101549	32244	MAINTENANCE SHOP	Cans	30.0%	City
PR-ANTELOPE PARK 9002 F/S	101293	32805	GT PLAYGROUND	Bottles	30.0%	City
PR-BALLARD POOL 9020 F/S	102875	33098	OUTSIDE - 20 OZ	Bottles	30.0%	City
PR-OAK LAKE 9002 F/S	101728	65051	PARKING AREA	Bottles	30.0%	City
LINCOLN FIRE AND RESCUE		33422	901 WEST BOND	Bottles	30.0%	City
LPS DISTRICT OFFICE		33406	901 WEST BOND	Bottles	30.0%	City
LPS DISTRICT OFFICE		33407	901 WEST BOND	Bottles	30.0%	City
LPS DISTRICT OFFICE		71245	901 WEST BOND	Snack	15.0%	City

 <b>VENDING MACHINE REQUEST</b>			
CITY of LINCOLN		 <b>FirstChoice</b> VENDING	
CITY OF LINCOLN			
<b>DEPARTMENT</b>			
<b>ADDRESS</b>			
<b>CITY</b>		<b>STATE</b>	
<b>ZIP CODE</b>			
<b>CONTACT</b>			
<b>PHONE</b>		<b>PHONE</b>	
<b>EMAIL</b>		<b>FAX</b>	
MACHINE TYPE REQUESTED		MACHINE LOCATION	
<b>CAN</b>		<b>INSIDE</b>	
<b>BOTTLE</b>		<b>FLOOR #</b>	
<b>SNACK</b>		<b>OUTSIDE</b>	
<b>COFFEE</b>		<b>STEPS</b>	<b>NOTES:</b>
<b>OTHER</b>		<b>DOWN</b>	
<b>NUMBER OF PEOPLE SERVICED</b>		<b>UP</b>	
		<b>ELEV.</b>	
<b>DATE</b>			
<b>REQUESTED BY</b>			
<b>MAYORS OFFICE APPROVAL (RICK H)</b>			
PEPSI OF LINCOLN			
<b>DATE</b>			
<b>APPROVED BY</b>			
<b>DENIED BY</b>			
<b>NOTES:</b>			

## ATTACHMENT I

The following terms have been negotiated in good faith between both parties and shall hereby be incorporated into the terms of the contract between the City of Lincoln and Pepsi-Cola of Lincoln.

1. The City of Lincoln will designate a central contact person for the Parks and Rec Department and for all other City accounts.
2. Attachment H will be used any time a department requests new or increased service at their location. Form must receive a signature from the City's designated contact person for acceptance or denial of services.
3. Prices for all snack and beverage vending products will be the same for all locations throughout the City.
4. Pricing on the following products will deviate from the original proposal and be in effect at time of contract execution:
  - \* Beverages - 12oz. Can - Proposed Price \$.50 - Agreed Upon Price \$.75 each
  - \* Beverages - 20oz. Bottles - Proposed Price \$1.50 - Agreed Upon Price \$1.75 each  
(Gatorade, Sobe, etc)
  - \* Non-Healthy Snacks - Proposed Price \$.50 - Agreed Upon Price \$.60 each
  - \* Non-Healthy Snacks - Proposed Price \$.85 - Agreed Upon Price \$1.00 each
  - \* Non-Healthy Snacks - Proposed Price \$1.00 - Agreed Upon Price \$1.25 eachAll other prices to remain as proposed with exception of Fit Pick Items at \$.75 each as shown in section 7. of the contract.
5. The City agrees that no other vending machines or snack/beverage companies will be allowed to sell similar items throughout the term of the contract at any of the facilities owned by the City.
6. Cup prices have been reduced to the following:
  - 24oz. Cup - 1000 Case Count - \$50.00
  - 32oz Cup - 480 Case Count - \$35.00
7. The Co2 Cylinder Deposit has been reduced from \$50.00 Ea. to No Charge.
8. Pepsi-Cola of Lincoln agrees to sell case products to organizations that rent City facilities for various events throughout the year. Pepsi shall provide pricing and delivery options to the organizations. The City shall receive a 10% commission from Pepsi for all products consumed under this program. Pepsi-Cola is responsible for all billing and collection from the organizations. The City of Lincoln is not liable for any unpaid bills or product ordered by the organizations. Pepsi and the City Parks and Rec contact person will coordinate all of the details for this program following execution of the contract.
9. Pepsi-Cola agrees to sell 6.75 oz. 100% juice boxes to the City Parks and Rec department at a cost to be determined based on total volume. Price will include delivery to locations designated by the department.
10. Pepsi-Cola agrees to continue negotiations with the City on direct funding of the July 3rd fireworks show to Zambelli International. Pepsi agrees to fund the show at a rate of \$40,000.00 per year.
11. Pepsi shall submit Commission payments to the City of Lincoln via electronic transfers on a quarterly basis within 45 days after the quarter. Pepsi shall provide monthly sales reports to the City Purchasing Department and Sandy Meyers at the Parks and Rec Department.

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>INSPRO Insurance</b> P.O. Box 6847 Lincoln, NE 68506 402 483-4500	CONTACT NAME: <b>Tonya Wagner</b>	
	PHONE (A/C, No, Ext): <b>402-484-4880</b>	FAX (A/C, No): <b>402-484-3920</b>
	E-MAIL ADDRESS: <b>twagner@insproins.com</b>	
INSURED  <b>LinPepCo Partnership ETAL</b> <b>1901 Windhoek Drive</b> <b>Lincoln, NE 68512-1269</b>	INSURER(S) AFFORDING COVERAGE	
	INSURER A : <b>Nationwide Agribusiness</b>	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:2,500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		127583A	10/01/2012	10/01/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			127583A	10/01/2012	10/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			127583A	10/01/2012	10/01/2013	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	127583A	10/01/2012	10/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Named Insureds: LinPepCo Partnership; Pepsi Cola Bottling Company of Lincoln; LinPepCo Corporation; Pepsi Cola of Siouxland, Inc.; Pepsi Cola Bottling Company of Topeka, Inc.; First Choice Vending; Pepsi-Cola of Western Nebraska, LLC  
The City of Lincoln, Nebraska, Lancaster County, Nebraska is listed as additional insured in regards to General Liability.

## CERTIFICATE HOLDER

## CANCELLATION

City of Lincoln 440 S 8th St, Ste 200 Lincoln, NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 